



**NATIONAL INSTITUTE OF  
GOVERNMENTAL PURCHASING, INC.**

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**COPYRIGHT LICENSE AGREEMENT**

This AGREEMENT is entered into this 2<sup>nd</sup> day of August, 2007, by and between the National Institute of Governmental Purchasing (NIGP) ("Licensor") and The International Training Centre of the International Labour Organization (ITCILO) ("Licensee").

A. Licensor owns the copyright, title, trademarks and all other related rights in and to the work entitled "Introduction to Public Procurement" (hereinafter "Material").

B. Licensee is the training arm of the International Labor Organization (ILO), a United Nations agency that provides training in subjects that further the ILO's pursuit of decent work for all.

C. Licensee desires to obtain the rights to utilize an electronic version of the material within the distance learning component of the Master of Public Procurement Program

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows:

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Licensor hereby grants to Licensee a limited, non-exclusive right to post the Material on a password-protected portion of its website, without charge, solely for use by 20 students in its Master's programme in public procurement management for sustainable development ("the Program") during the period 3 August 2007 through 21 December 2007, with access to the Material protected by secure passwords whose use is limited to students enrolled in the Program and their instructors. The rights granted include the right to make printed copies, limited to one copy per student and instructor. The rights granted do not include any right to make copies for, or to sell copies to, parties not participating in its training programs, and do not include any right to make derivative works or to sublicense the rights granted.

b. Licensor reserves unto itself all rights of every kind and nature except those specifically granted to Licensee herein; provided, that Licensee shall not use the Material or any portion thereof in any other format or manner without Licensor's written consent.

c. Licensee shall be solely responsible for providing all funding for the copying and use of the material.

**2. Payments.**

a. For the rights granted by Licensor herein, Licensee shall pay to Licensor a royalty calculated as follows:

\$XX per student enrolled in the Program, for a total of US\$XX.

b. Licensee shall pay the Licensor the required royalty not later than 10 September 2007. Payment shall be by wire transfer or credit card. If by wire transfer, Licensor shall provide wiring instructions to Licensee not later than 5 September 2007. If by credit card, Licensee shall provide Licensor with the applicable credit card information not later than 10 September 2007.

c. Upon written request by Licensor, Licensee shall provide Licensor with a verified roster of students enrolled in the programme.

### **3. Warranty and Indemnification.**

a. Licensor warrants and represents that it owns all right, title and interest in and to the Material. Licensor warrants and represents that it has the full right, power and authority to enter into this Agreement and to grant the rights granted herein; and that Licensee's use of the Material will not violate any rights of any kind or nature whatsoever of any third party. Licensor shall indemnify and hold harmless Licensee, its successors, assigns and licensees, and the respective officers, directors, agents, students, and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fee), arising out of or in any way connected with any breach of any representation or warranty made by Licensor herein.

b. Licensee shall indemnify and hold harmless Licensor, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any claim that Licensee's use of the Material, except as and to the extent permitted in this Agreement, infringes any intellectual property rights of any third party, except to the extent such claim arises from a breach by Licensor of any warranty in Section 3.a above.

c. LICENSOR MAKES NO WARRANTIES REGARDING THE MATERIAL, EXCEPT AS SET FORTH IN SECTION 3.a ABOVE. LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

### **4. Term and Termination.**

a. The term of this Agreement shall expire on 8 March 2008, unless sooner terminated pursuant to subsections b or c below.

b. Licensor may terminate this Agreement by written notice to Licensee, only if there has been a default in the use of any material covenant, condition, or agreement herein by Licensee, and such default has continued for a period of five (5) days after written notice specifying the same shall have been given to Licensor.

c. Licensee may terminate this Agreement by written notice to Licensor, only if there has been a default in the due observance or performance of any material covenant, condition, or agreement herein by Licensor and such default has continued for a period of five (5) days after written notice specifying the same shall have been given to Licensee.

d. Upon termination or expiration of this Agreement, Licensee shall terminate access to any copy of the Material posted on, remove all copies of the Material from, any website owned or controlled by Licensee. Licensee shall also cease using and/or distributing physical or electronic copies the Material as soon as is commercially feasible, and shall destroy all remaining physical and electronic copies of the Material. As used in this Subsection d, "Material" includes any part of the Material, as well as the entire work.

e. Termination or expiration of this Agreement shall not extinguish any of Licensee's or Licensor's obligations under this Agreement (including, but not limited to, the obligation to pay royalties) which by their terms continue after the date of termination or expiration.

## **5. General Provisions.**

### **a. Successors/Assigns.**

This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties.

### **b. Integration.**

This Agreement sets forth the entire agreement between the parties with respect to its subject matter, and may not be modified or amended except by written agreement executed by the parties.

### **c. Dispute Resolution.**

Any dispute, controversy or claim arising out of, or in connection with this Agreement or any breach thereof, shall, unless it is settled by a direct negotiation, be settled by arbitration in accordance with the Arbitration Rules of United Nations Commission of International Trade Law (UNCITRAL) as at present in force. The place of arbitration shall be Turin. The parties hereto agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute. Nothing in this Agreement or relating thereto shall be interpreted as constituting a waiver of the privileges or immunities of the Licensee.

### **d. Notice.**

The address of each party, as set forth below, shall be the appropriate address for the mailing or other delivery of notices, checks, and statements. Either party may change its address(es) by written notice to the other.

NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING, INC

Name  
Contact

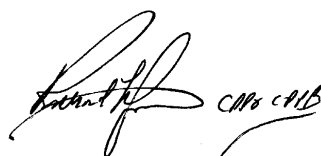
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THE INTERNATIONAL TRAINING CENTRE OF THE ILO

Name  
Contact

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

**NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING, INC.**

A handwritten signature in black ink, appearing to read "Rick Grimm", with the initials "CPPO CPPB" written to the right of the signature.

By: Rick Grimm, CPPO, CPPB  
Title: Chief Executive Officer  
August 1, 2007

**THE INTERNATIONAL TRAINING CENTRE OF THE ILO**

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By: George Jadoun  
Title: Chief, Regional Programmes' Service and Management of Development Programme  
August \_\_\_\_, 2007