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BACKGROUND

1. NEMSMA is the author and owner of the NEMSMA Work and the NEMSMA trademark. By distributing the NEMSMA Work, NEMSMA intends to provide standards related to Emergency Medical Services (EMS) Officer training and accreditation, as well as, enable qualified individuals and institutions to provide NEMSMA-accredited training and education based upon the NEMSMA Work.
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3. End users of the NEMSMA Work, education and training organizations for EMS Officers, benefit from education based on the NEMSMA Work, the organization and quality of the NEMSMA Work, competency awards recognizing achievement and certification based on the NEMSMA Work, as well as, the source identification, function, and good will associated with the NEMSMA trademark.

TERMS AND CONDITIONS

This Agreement contains the terms and conditions that govern your access to and use of the NEMSMA Work and is an agreement between the National Emergency Medical Services Management Association (NEMSMA, Licensor, we, us, or our) and you or the entity you represent (Licensee, Agency or you).

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3. Except provided in this Agreement, all rights to the NEMSMA Work belong to NEMSMA. Your license confers neither title to nor ownership in the NEMSMA Work.
4. NEMSMA may, from time to time, update the NEMSMA Work. Licensee agrees to incorporate any such updates in the Education Materials.
5. NEMSMA shall have control over the quality of use of the Education Materials and the quality of any services sold under or related to the Education Materials. At the option of Licensor, Licensor will provide to Licensee an approved copyright notice and/or trademark notice to be prominently displayed on each copy of the Education Materials published. Licensee acknowledges the right of NEMSMA to review and determine for purposes of this Agreement, at NEMSMA's reasonable discretion, that the quality of the NEMSMA Work and the services rendered by the Licensee under any NEMSMA Trademark are adequate and suitable for licensing and/or certification.
6. Licensee shall provide Licensor, upon Licensor's request, with representative samples of how Licensee is using the Education Materials. If, at any time, any use of the Education Materials fails to conform to Licensor's standards, Licensor may provide to Licensee notice of said failure. Licensee shall cure said failure within fifteen days from the date of such notice. In the event that said failure is not cured within the period described in the preceding sentence, Licensor may then terminate this Agreement immediately, and non-conforming copies of the Education Materials shall be destroyed or promptly submitted to Licensor. If Licensor fails to approve any modifications or changes to the Education Materials within ten days of Licensee advising Licensor of proposed changes, Licensor's approval shall be deemed to have been granted.
7. This Agreement continues in full force for a period of 1 year and will automatically renew for additional 1-year periods, and thereafter for additional 1-year periods, unless either party gives prior written notice of termination at least 60 days before the expiration of any such 1-year period. If Licensee enters into a license for a newer version of the NEMSMA Work, all earlier licenses to the NEMSMA Work are terminated.
8. In the event the Licensee breaches or foreseeably will breach any provision of this Agreement, NEMSMA may give written notice of cancellation to the Licensee, and this Agreement will be terminated effective upon receipt of the notice of cancellation. On termination of this Agreement for any reason, Licensee will provide within 30 days reasonable assurances to NEMSMA that all uses of the NEMSMA Work and their derivatives are discontinued; that all copies of the NEMSMA Work and Education Materials created under this Agreement are no longer available for viewing and are destroyed.
9. Licensee agrees to fully indemnify, defend and hold harmless NEMSMA from any and all claims, losses, damages, expenses and liability by third parties for copyright infringement against Licensee for the preparation of modified materials that contain additional information or materials from third-parties and which infringe on the rights of the third party.
10. NEMSMA has the right, but shall not be obligated, to obtain and maintain federal intellectual property registration of the NEMSMA Work. In the event that Licensee becomes aware of any claimed or alleged infringement of the NEMSMA Work by a third party, Licensee shall promptly advise NEMSMA in writing of the nature and extent of such infringement or dilution. NEMSMA has no obligation to take any action whatsoever in the event that any

infringement or dilution occurs with respect to the NEMSMA Work, but NEMSMA shall have the sole right to determine whether any action shall be taken. In the event NEMSMA sues or takes other action, legal, equitable, administrative, or otherwise, to stop an infringement or dilution of the NEMSMA Work, Licensee shall cooperate fully with NEMSMA. Licensee has no right to enforce the NEMSMA Work through litigation without prior written authorization of NEMSMA. In any legal action arising from use, or ownership rights of the NEMSMA Work, where both NEMSMA and Licensee are co-parties, NEMSMA retains the right to control the litigation, including any and all settlement negotiations.

11. All notices required must be sent Federal Express, UPS, or certified mail, return receipt requested, postage prepaid to the last known address of the party, and are deemed to have been given on the date when received by the other party, provided, however, that each party may from time to time change the address to which notices are to be sent by giving written notice of such change to the other party or in the case of NEMSMA by listing its address on its publically available websites.

12. All disputes arising from the terms of this Agreement may be subjected to binding arbitration upon consent of both parties, with one arbitrator selected by each party, and a third arbitrator selected by the two chosen arbitrators. This Agreement shall be governed by and construed in accordance with the laws of MISSOURI without regard to the conflicts of laws rules thereof and any arbitration shall be brought in MISSOURI using MISSOURI laws.

13. Licensor and Licensee are independent entities and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

14. This Agreement constitutes the entire agreement and understanding of the Licensor and Licensee with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations, and discussions. No amendment, alteration, modification, or waiver of this Agreement shall be binding unless evidenced by an instrument in writing signed by the party against whom enforcement thereof is sought.

15. If any provision of this Agreement, or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provisions to any other persons or circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

NAME OF ORGANIZATION

By: _____
signature

Name: _____
printed

Title: _____

Date: _____

Appendix A

NEMSMA 7 Pillars of National EMS Officer Competencies