



HAPPY MELLY

AGREEMENT

Version 2.02 – 30 December 2015

LICENSE AGREEMENT FOR MANAGEMENT 3.0 FACILITATORS

INTRODUCTION

This is an agreement between:

Happy Melly One BV
Handelsplein 37
3071 PR Rotterdam
The Netherlands
VAT: NL 8525.30.699 B01

(hereafter referred to as "Happy Melly")

and

licensee data

<name facilitator>
 <postal address>
 <country>
 <email address>

invoicing data

<organization>
 <postal address>
 <country>
 <email address>
 <VAT number>

(hereafter referred to as "you").

This agreement describes the terms and conditions relating to the use of materials created and promoted by Happy Melly, under the brand name of

Management 3.0

(hereafter referred to as "the brand"), which is owned by Happy Melly, in events or sessions organized and facilitated by you and others under the same brand name.

CONTRACT NUMBER

This agreement has a contract number. Please use it in your communication with Happy Melly when referring to this agreement in your inquiries or payments.

M30-1001

QUALIFICATION OF LICENSED FACILITATORS

You agree to obtain a **Certificate of Attendance** from a standard 2-day Management 3.0 course of your choice as a regular attendee at your own discretion *or* you agree to obtain a **Certificate of Practice** by sharing stories of your experiences as a practitioner. (This means that, in principle, all attendees of such 2-day events *and* all owners of a Certificate of Experience have the choice to acquire a facilitator's license.) After providing us with proof of your participation *or* proof of experience, and after payment of the subscription fee, you will be recognized as a Licensed Facilitator (LF). You will then be eligible to organize events using the brand name, and to use the materials supplied by Happy Melly.

PREPARATION OF LICENSED FACILITATORS

The approach and method to prepare and develop yourself as a LF is for you to choose. You can decide to co-facilitate with an existing LF at least once to gain experience as a facilitator. Other options are reading suggested literature, attending multiple events or sessions by different LFs, and/or attending online events organized by Happy Melly. As a Licensed Facilitator, you have the right to attend events or sessions by any other LF for free (for mutual learning and improvement), but the other LFs can set a limit to the number of available seats, and they may require some compensation to cover the costs of catering and materials.

SUBSCRIPTION TO THE LICENSED CONTENT

Happy Melly will charge a subscription fee (see management30.com/fees) per month or per year for regular updates of, and continued access to, the brand materials. You are expected to subscribe to this service (as an individual), as long as you are scheduling new brand events or sessions, for a minimum duration of one year. The subscription starts—at the latest—within five working days after we receive your payment, which can be any day of the month, and is automatically renewed on a monthly or annual basis, unless explicitly cancelled by you. You allow us to change the regular fees, with a maximum of 5%, at most once per year, without the need to update this agreement.

USAGE OF CONTENT BY FACILITATORS

Happy Melly will provide you with content for all events and sessions using the brand name. These materials are exclusively collected by Happy Melly and supplied and maintained by our content creators and translators. The materials, including any copyrights and trademarks, supplied by Happy Melly to you under the brand name, are the property of Happy Melly or their respective content creators. Happy Melly guarantees that it holds the exclusive rights to provide you with a license to use the brand materials. Upon request, you agree to provide Happy Melly with feedback on usage of content modules in any event or session you facilitated.

CUSTOMIZATION OF CONTENT BY FACILITATORS

As a facilitator, you are allowed to personalize and customize the materials you use. However, events and sessions can only be branded using the brand name when at least 75% of the available time is spent on topics that are part of the official materials. Any customizations you make in connection with the brand remain your sole property. You are responsible for guaranteeing that your customizations do not infringe upon the rights of third parties.

EVENT FEE FROM FACILITATORS

For use of the materials in any event or session for which you are financially rewarded (beyond mere compensation of travel and accommodation), you agree to pay a fixed location-dependent event fee (see management30.com/fees) for each hour of use of the official materials. A regular “full one-day workshop” counts as eight hours, and a regular “two-day course” counts as sixteen hours. Other common examples are one-hour presentations, two-hour game sessions, and four-hour seminars. This fee structure always applies, regardless of whether the event or session is marketed under the brand name or not, but it is only applicable to the part of the event or session in which the official materials, supplied by Happy Melly, are being used. License fees are waived for all sessions lasting 4 hours or less, for which you do not receive payment by an organizer, an employer, or by any participant, and which have as main purpose the marketing of the brand and your events. You allow us to change the regular fees, with a maximum of 5%, at most once per year, without the need to update this agreement.

ORGANIZATION OF EVENTS BY FACILITATORS

You are responsible for scheduling events or sessions, their quality, the selection of business partners for logistics, locations, registration, etc. You cannot retain the services of other (co-)facilitators for official brand topics, unless these (co-)facilitators have also signed this same agreement separately with Happy Melly. You will act as the primary contact for all scheduled events and sessions, and you will inform Happy Melly of new events or sessions, changes or cancellations by updating our central system. Invoicing will take place based on this central registration.

PRICING OF EVENTS BY FACILITATORS

The pricing of events and sessions organized under the brand name will be determined by you or your organizing business partners.

IN-COMPANY EVENTS

When you organize a private event or session in an organization the regular subscription fee applies, as well as the additional license fee relative to its duration.

PROMOTION OF CONTENT AND EVENTS

The fees cover listing of all your events and sessions on the central website, including their dates and locations. The fees also include worldwide marketing of the brand. All content products and public events and sessions offered under the brand name shall be listed equally on one of Happy Melly's central websites, and they will all be marketed equally via the channels available to Happy Melly. Direct sales, and marketing for specific events or sessions, is the primary responsibility of you and your organizing business partners.

ATTENDEES OF EVENTS

You agree to provide Happy Melly with the email addresses of attendees of public events organized under the brand name, where possible, and only if certification of attendees applies. Happy Melly has the right to use such email addresses to conduct evaluations of events and sessions, and for related marketing efforts. For private events and sessions supplying the email addresses of attendees by you to Happy Melly is always optional.

EVALUATION BY ATTENDEES

Happy Melly reserves the right to calculate average evaluation scores of events and sessions. You agree to the publication of these ratings, where this is deemed necessary or beneficial. Happy Melly will make sure that all evaluations and ratings are shared with you. In case the evaluation forms indicate that the quality of an event or session offered by you was insufficient, you will be asked and supported to improve the quality of your work. Happy Melly reserves the right to terminate this agreement when quality remains poor. No refund of any fees will apply in this case.

CERTIFICATION OF ATTENDEES

In return for each evaluation form, the attendees of an event will receive a certificate awarding them the level of a certified participant. You are expected to confirm the evaluations and certification requests for your attendees.

DISTRIBUTION OF CONTENT

Original (editable) brand materials are only available for LFs and will not be made available to others. Happy Melly grants facilitators permission to distribute read-only (PDF) versions of materials to attendees and paying customers.

COLLABORATION OF FACILITATORS

You will have access to a platform for communication among facilitators and creators about the brand content, events and sessions, where products and experiences can be discussed and personal contributions can be shared.

EXTENSION OF THIS AGREEMENT

You agree that any information you share with one Funder of Happy Melly may be shared with other Funders in the Happy Melly business network.

LIMITATION OF THIS AGREEMENT

Only individuals can apply for this license. The license is awarded to people (individual facilitators), not to businesses (such as publishers, training companies, or event organizers).

TERMINATION OF THIS AGREEMENT

You may terminate this agreement at any time, but you allow Happy Melly and the Licensed Facilitators up to four weeks to adapt and make the necessary changes to repositories, websites, events and sessions. However, there will be no refund of the annual subscription fee.

TRUST

We recognize that formal agreements are necessary to enable business, but we also agree that we engage in this collaboration with trust. We trust each other's best efforts and best intentions to make our collaboration a success for both parties.

LICENSE AGREEMENT FOR FACILITATORS

Version 2.02 – 30 December 2015

Jurgen Appelo

(name Happy Melly representative)

(name facilitator)

Rotterdam, The Netherlands

(location)

(location)

(date)

(date)



(signature)

(signature)