

Consultant License Agreement for Use of
Results-Based Accountability™ and Outcomes-Based Accountability™
Intellectual Property

This License Agreement (this “Agreement”) is entered into this ___ day of _____, 2010, by and between three parties:

_____	and	_____
“Licensee”	Fiscal Policy Studies Institute	Results Leadership Group ®, LLC
	“FPSI”	“RLG”

Part I: Preamble

Fiscal Policy Studies Institute, an S-Corporation in good standing under the laws of the State of New Mexico, United States (90-0039085), and its sole owner, Mark Friedman, own all rights, title and interest in and to the intellectual property rights embodied in, and represented by a body of work known as “Results-Based Accountability” or “RBA” (also known as “Outcome-Based Accountability” or “OBA”, “Results Accountability,” “Outcome Accountability” and “Results and Performance Accountability”). This work is contained in the book *Trying Hard Is Not Good Enough* (ISBN 978-1-4251-6397-5) published in 2005(the “Book”), two websites, www.resultsaccountability.com and www.raguide.org (the “Websites”) and numerous papers authored by Mark Friedman and described on the www.resultsaccountability.com website under link “Publications.” Collectively, all of the foregoing and the rights embodied therein are the “FPSI Properties.”

The FPSI Properties are free for use by government and non-profit organizations, and consulting firms with less than \$500,000 in revenue (U.S. dollars or their converted equivalent).. FPSI reserves the right to charge licensing fees to larger for-profit corporations that use FPSI intellectual property in generating income and profit. Notices regarding licensing fees are included in the book and websites.

Part II: Agreement provisions

A. License Grant: FPSI hereby grants to Licensee, and Licensee hereby accepts, a worldwide, non-exclusive, non-sublicensable, and revocable right and license to use the FPSI Properties on, and so long as Licensee continues to abide by, the terms and conditions in this Agreement (the “License”). The attached Schedule A to this Agreement sets forth any additional and agreed-upon terms and conditions applicable to the foregoing grant, including, without limitation, any additional limitations on the use of the FPSI Properties under License.

B. Effective Date; Term; Renewal: This Agreement is effective beginning _____ (the “Effective Date”) and ending on the last day of the then-current calendar year (the “Initial Term”). Thereafter, this Agreement will be automatically renewed for successive twelve month periods beginning on January 1 and ending on December 31 of each calendar year (each a “Renewal Term”)(together the Initial Term and all applicable Renewal Terms are the “Term”), unless (i) at least thirty (30) days prior to the end of the Initial Term or, if applicable, the then-current Renewal Term, either FPSI or Licensee notifies the other party that the Agreement will not be renewed, or (ii) the Agreement is terminated earlier as provided for herein.

1. **C. License Fees:** As consideration for the use of FPSI Properties, under the License, in providing services to Licensees’s customers, Licensee agrees to pay a licensing fee (the “License Fee”).

1. Mandatory fee calculations Part 1:

The annual fee obligation for a for-profit consulting organization with revenues exceeding \$500,000 will be determined by two factors: gross revenue and the number of employees who spend the equivalent of two full days (16 hours) or more using RBA/OBA intellectual property in their work during the year. Licensing fees will be paid on a “look back” basis, that is on revenue and employee counts from the year ending December 31st or the end of the fiscal year of the organization. Licensing fees will be payable 45 days after the end of the calendar or fiscal year. First payments will be due February 15, 2011 or 6 weeks following the end of the fiscal year.

2. Mandatory fee calculations Part 2:

- a) Any organization with gross revenues in excess of US\$ 500,000 but less than \$1,000,000 will be required to pay US\$1,000 per year for each employee meeting the test in C.1.. above.
- b) Any organization with gross revenues of at least US\$ 1,000,000 but less than US\$ 5,000,000 will be required to pay US\$2,000 per year for each employee meeting the test in C.1. above.
- c) Any organization with gross revenues above US\$ 5,000,000 will be required to pay US\$4,000 per year for each employee meeting the test in C.1. above.

3. Voluntary Registration and Voluntary Fees:

Smaller organizations may pay a voluntary licensing fee of US\$250 per year, for which they receive the benefits described in section C.9. below.

4. Open Enrollment Workshop Exception:

Any organization that delivers an RBA/OBA open enrollment workshop that requires payment for registration must pay an additional licensing fee of \$1000 per workshop.

5. The attached Schedule A to this Agreement sets forth any additional agreed-upon terms and conditions for purposes of calculating the applicable License Fees, including (without limitation) any and all Licensee contracts or agreements for work associated with the FPSI Properties. Licensee agrees that it will notify FPSI and RLG prior to the commencement of work on any contracts and agreements entered into after the Effective Date, or any other work associated with use of the FPSI Properties, and that Schedule A will automatically be amended from time-to-time to include the same.

6. All License Fees will be paid to RLG, acting as administrative agent. Checks should be made out to the Results Leadership Group LLC, and mailed to ATTN: Adam Luecking, 7960 Old Georgetown Road, Suite 10-C, Bethesda, MD 20814.

7. Failure to pay any required License Fees within 30 days of the due date will result in a one-time penalty of 10% of the then outstanding amount due, plus any costs of collection including reasonable attorneys’ fees.

8. Licensee acknowledges and agrees that at any time during the Term, but not more than one time during each License Year, FPSI or its appointed representative may in its sole discretion audit Licensee’s books and records relating to the use of FPSI Properties during any License Year for the purpose of verifying the determination of Gross Revenues and the calculation of License Fees. Any such audit will be conducted during normal working hours and Licensee agrees to fully cooperate with such audit. FPSI will bear the cost and expense of any audit, *provided, however*, that if any audit reveals

an underpayment of License Fees in amount equal to or exceeding five percent (5%) of the License Fees actually paid to FPSI, then Licensee will bear the cost and expense of such audit.

9. Organizations paying a Licensing Fee are entitled to include the following phrase in their commercial material: “Licensed to use Results-Based Accountability™ (RBA) methods and materials.” Solely for this purpose, FPSI hereby grants to Licensee a limited, worldwide, non-exclusive, non-transferable, non-assignable and revocable right and license to use the “Fiscal Policy Studies Institute” trademark. As a condition of the foregoing grant, Licensee agrees that it will, within 30 days after FPSI’s reasonable request, provide FPSI with a copy of any and all materials on which the foregoing phrase is used, solely for the purpose FPSI’s review and quality control in connection with the use of FPSI’s trademark. There will also be a listing on the FPSI and RLG websites of licensed organizations or individuals along with contact information. Such listing is not an endorsement of the organization or its work. Organizations paying the License Fee will also receive a 10% discount on book and DVD orders from RLG.

D. Restrictions:

1. Licensee is permitted to copy reasonable length excerpts from *Trying Hard Is Not Good Enough*, www.resultsaccountability.com and www.raguide.org, but not the Book or either Website in its entirety. All such copied material must be accompanied by attribution to the Fiscal Policy Studies Institute in form of the following notice; “Copyright 2009 by Fiscal Policy Studies Institute, Inc. All rights reserved.” Material that is changed in any way must also include the notation “Adapted from (insert source).”
2. Licensee warrants that it will use the material in the interest of improving the lives of children, adults, families and communities.
3. Licensee warrants that it will maintain the intellectual integrity of the Results-Based Accountability™ framework. This includes that RBA/OBA ideas may not be combined with ideas from other frameworks and used under the name RBA/OBA or a separate name.
4. Licensee agrees that FPSI may, at any time and without notice, suspend any or all of the rights or licenses granted in this Agreement if, in FPSI’s sole discretion, Licensee misuses any of the FPSI Properties, any right or license granted in this Agreement, causes FPSI any loss of good will, or breaches any provision of this Agreement. Any such suspension will remain in effect until such time as Licensee establishes that the cause for suspension has been remedied to FPSI’ sole satisfaction.
5. This Agreement includes no warranties of any kind, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. The Licensee agrees to fully indemnify and hold harmless both the Fiscal Policy Studies Institute and RLG against any claim or legal action or any kind, whether in tort or in contract, and whether directly or indirectly associated with License’s use of FPSI Properties.
6. Receipt of the License herein does not represent, nor will it be deemed to represent, an endorsement of the Licensee by either FPSI or RLG, the quality of Licensee’s work, or an affiliation or association between Licensee and either (or both) FPSI and RLG.
7. Licensee acknowledges and agrees that the License granted herein is not exclusive, and FPSI expressly reserves the right to grant other licenses concerning the same subject matter, on such terms and conditions as FPSI may in its sole and absolute discretion determine.

E. Termination of the Agreement: This Agreement, and any and all License(s) herein, may be terminated (i) if it is not renewed as provided for in Section B, above, or (ii) with or without cause by either FPSI or Licensee with 30 days' prior notice. Pre-payments are not refundable on termination. Upon termination for any reason, the License granted herein will automatically and simultaneously be revoked, and Licensee agrees that it will immediately thereafter terminate any and all uses of the FPSI Properties. Termination for any reason will not relieve Licensee of the obligation to pay any unpaid License Fees for the use of FPSI Properties prior to the date of termination. All other provisions of this Agreement which by their terms are intended to survive termination will continue as intended.

F. Disputes: In the case of disputes, all parties to this Agreement agree to act in good faith and submit such disputes for third party mediation.

G. Administration of the Agreement:

1. FPSI designates, and Licensee acknowledges, The Results Leadership Group, LLC as the contract administering agent, whose duties and obligations will be limited to those specifically provided for herein. Notwithstanding the foregoing, nothing in this Agreement will be construed to make FPSI and RLG partners or joint venturers as to the subject matter hereof. All required notices and other communications with regard to this Agreement should be sent by certified mail or by recognized overnight delivery, with signature required, to:

Results Leadership Group LLC
Adam Luecking
7960 Old Georgetown Road, Suite 10-C
Bethesda, MD 20814
phone: 301-907-7541
email: adam@resultsleadership.org

_____ (enter name and contact information here)

H. General

1 The validity, enforceability, interpretation and performance of this Agreement shall be governed by the laws of the State of Maryland, without regard to that state's conflicts of law principles. This Agreement is deemed entered into in Bethesda, Maryland. The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions. Termination of this Agreement shall not affect provisions of this Agreement which by their terms and meaning are of a continuing nature. This Agreement sets forth the entire understanding and agreement between Licensee, FPSI and RLG as to the subject matter hereof and merges all prior discussions, agreements, communications and representations between the parties, whether written or oral. Except as specifically provided for herein, this Agreement may be modified only by a written agreement signed by an authorized officer of each of the parties. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in force and effect.

2. This Agreement may be executed in counterparts.

[SIGNATURES FOLLOW ON A SEPARATE PAGE]

III. Authorized signatures:

In addition to the signatures below, please initial each page.

For Licensee: _____

Agreed by _____
(name) (title) (date)

witness _____
(name) (date)

For the Results Leadership Group LLC and on behalf of Fiscal Policy Studies Institute Inc.

Agreed by _____
(name) (title) (date)

witness _____
(name) (date)

SCHEDULE A

This Schedule A is attached to and made a part of the License Agreement between Fiscal Policy Studies Institute, Inc., Results Leadership Group, LLC, and _____, dated _____.