This Translation License Agreement (“Translation License Agreement”) is made and entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [the name of the organization], having an office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [the address of the organization] (“Licensee”) and Kessler Foundation Inc. **(**the **“**Foundation”). Licensee and Licensor are each referred to in this Agreement as a “Party” and collectively as the “Parties.”

**WHEREAS**, Licensee wishes to translate at least a portion of the Foundation owned and copyrighted KF-NAP into the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ language; and

**WHEREAS**, the Parties enter this Translation License Agreement to enable the Licensee to solely make a translated copy of KF-NAP.

**NOW, THEREFORE**, for and in consideration of the promises, mutual promises, covenants and considerations herein expressed, the Parties hereto agree to supplement the General Terms and Conditions as follows:

**A. TRANSLATION LICENSING RIGHTS TO LICENSEE**

(1) The Foundation is the sole owner of and has all right, title and interest in and to KF-NAP including worldwide copyrights, trademark protection of KF-NAPTM and other intellectual property rights.

(2) The Foundation hereby grants to Licensee a limited right to make a translated copy of KF-NAP into the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ language (“Translated KF-NAP”). Licensee shall not remove from, alter, modify or deface any copyright notice, trademark, service mark, logo, name, decal or imprint affixed to or on KF-NAP materials translated or otherwise. Licensee shall maintain and include in the resulting Translated KF-NAP all copyright notices, trademarks, service marks, logo, names, decals and imprints affixed to or on KF-NAP materials.

 (3) Licensee shall not attempt to register any copyrights, register any trademarks or service marks, or apply for any patent or other intellectual property protection for the Translated KF-NAP or KF-NAP or portions thereof, or any marks, logos, names, decals or imprints associated therewith.

 (4) Licensee has no other right to make any additional derivative work or compilation using and/or based upon KF-NAP beyond that granted by this Addendum.

 (5) In all other respects, the Licensee shall abide all other rights, obligations and restrictions specified in the License Agreement.

 (6) The rights granted to Licensee by this Addendum are conditioned upon the Licensee promptly delivering to the Foundation, a copy of the Translated KF-NAP and any revisions thereof.

**B. OWNERSHIP OF THE TRANSLATED KF-NAP**

 (1) The Foundation shall own all right, title and interest in and to any and all derivative works of KF-NAP including the Translated KF-NAP prepared by or on behalf of Licensee.

 (2) The Foundation shall be the owner of all right, title and interest in and to such and all derivative works of KF-NAP including the Translated KF-NAP prepared by or on behalf of Licensee and the author and owner of all copyrights therein. If for any reason the Translated KF-NAP or any portion thereof may not be considered owned by the Foundation under Copyright law, the Licensee hereby sells, assigns, and transfers to the Foundation all of their right, title and interest therein and thereto, including but not limited to all copyrights therein and all renewals and extensions thereof throughout the world.

**C. PROCESS FOR OBTAINING THE FOUNDATION’S AUTHORIZATION TO USE TRANSLATED KF-NAP**

 (1) As part of the consideration for the translation license granted to Licensee by this Translation License Agreement and in order to obtain the Foundation’s review for granting (or denying) consent to use the Translated KF-NAP, Licensee shall deliver to the Foundation: (a) the Translated KF-NAP to the Foundation; and (2) a reverse translation of the Translated KF-NAP into the English language (“Reverse Translated KF-NAP”) performed by a third party translation service at Licensee’s sole expense.

 (2) The Foundation shall undertake a review of the Reverse Translated KF-NAP relative to the original KF-NAP, and if the Reverse Translated KF-NAP meets with the Foundation’s approval in the Foundation’s sole and exclusive discretion, the Foundation shall send Licensee written authorization with corresponding terms and conditions to use the Translated KF-NAP.

 (3) To the extent that Licensee does not provide a Reverse Translated KF-NAP to the Foundation, then the Foundation, in limited circumstances, may provide written permission to Licensee to use the Translated KF-NAP under certain corresponding terms and conditions including prominently displaying on the Translated KF-NAP in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ language that the Translated KF-NAP has not been Review or Approved by Kessler Foundation Inc.

**D. NO OTHER RIGHTS OR OBLIGATIONS**

Other than the license rights provided herein, this Translation License Agreement provides certain rights under license to Licensee. However, the Translation License Agreement does not confer to Licensee any ownership rights in the KF-NAP or the Translated KF-NAP.

|  |  |
| --- | --- |
| AGREED TO AND ACCEPTED BY:  | AGREED TO AND ACCEPTED BY:  |

**LICENSEE LICENSOR**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Kessler Foundation Inc.

[The name of the organization]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date