



THE MILTON H. ERICKSON FOUNDATION, INC.

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MILTON H. ERICKSON INSTITUTE LICENSING AGREEMENT

AGREEMENT, entered into and effective as of the 18 day of July, 2014, by and between the Milton H. Erickson Foundation, Inc. (hereinafter “Foundation”), an Arizona corporation having a place of business at 2632 E. Thomas Road, Suite 200, Phoenix, Arizona 85016, USA, and the Moscow Milton H. Erickson (hereinafter “Institute”), located in Moscow, Russia.

W I T N E S S E T H

WHEREAS, the Foundation is engaged in research and development of new approaches to clinical hypnosis and psychotherapy, particularly those based on the principles enunciated by the late Milton H. Erickson;

WHEREAS, the objectives of the Foundation include dissemination of knowledge and understanding of clinical hypnosis and psychotherapy among qualified professional practitioners and encouraging the highest standards of ethical conduct by those practitioners;

WHEREAS, the Foundation is the owner of all rights to the mark “Milton H. Erickson” as the trademark, as a service mark and as a trade name;

WHEREAS, the Foundation believes that its objectives can be furthered by the creation of regional institutes identified with the Milton H. Erickson name; and

WHEREAS, the Institute desires to obtain and the Foundation is willing to grant a non-exclusive license to the Institute to use the name “Milton H. Erickson” upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. The Foundation hereby grants to the Institute the non-exclusive right and license to use the name “Moscow Milton H. Erickson Institute” to identify itself and its activities consistent with the objectives of the Foundation.

2. The Institute recognizes and acknowledges that the Foundation is the sole and exclusive owner of the trademark, trade name and service mark “Milton H. Erickson” and shall not register or attempt to register that name in the name of the Institute or in the name of any other person, firm or corporation. Nothing contained in this agreement shall give the Institute any right, title or interest in and to the name “Milton H. Erickson” except as a privilege and license during the term of this agreement to use that name according to the terms and conditions of this agreement. In the event the Institute desires to incorporate, it shall do so under another name without using the name “Milton H. Erickson” or any part thereof.
3. The Institute shall restrict its membership and attendees at all of its events to the following:
 - a) Professionals in health-related fields, including physicians, doctoral-level psychologists and dentists who are qualified for membership in their respective professional organizations (e.g. AMA, APA, ADA);
 - b) Professionals with mental health-related graduate degrees (e.g. MSW, MSN, MA or MS) from accredited institutions; and
 - c) Full-time graduate students in accredited programs in the above-mentioned fields.
4. The Institute shall be governed by a board of at least three active members, who have a minimum of a master’s degree in a mental health-related field. The Institute shall provide to the Foundation a current Curriculum Vita for all board members, both active and nominated.
5. During the month of January of each year, the Institute shall provide the Foundation with a report of the membership and activities of the Institute during the preceding calendar year. Such reports shall include a list of the names and addresses of the members of the Institute, the names and addresses of the Directors of the Institute, synopses of all activities engaged in by the Institute, and all statements of specific goals and objectives and bylaws adopted by the Institute.
6. The Institute shall periodically provide information concerning its activities to the editor of the Milton H. Erickson Foundation Newsletter for inclusion in the Newsletter.
7. The Institute is encouraged to send representatives to meetings and seminars provided by the Foundation for the benefit of the Milton H. Erickson Institutes.
8. The Institute is and shall be an independent contractor at all times in its relationship to the Foundation, and neither party hereto shall be liable for the debts or obligations of the other.
9. The Institute shall be sensitive to legal and ethical structures and shall carry all necessary insurance which will provide complete indemnification of the Foundation and hold the Foundation harmless from and against all claims for damages to persons or property arising out of any activities of the Institute or its members. The Institute shall report to the Foundation the name of the carrier and limits of liability of their insurance coverage, and shall also report to the Foundation any legal or ethical infractions by any of its members.

10. This agreement shall be without term, but the Foundation may terminate the agreement at any time by notice of a breach of the terms and conditions hereof which goes uncorrected for a period of thirty days following such notice. The Institute may terminate this agreement at any time by notice to the Foundation.

The Milton H. Erickson Foundation

In the event of termination of this agreement for any reason, the Institute shall immediately cease use of the name "Moscow Milton H. Erickson Institute" and shall destroy all letterheads or other printed materials bearing that name, and shall take steps to terminate any director listings of that name. Thereafter, the Institute may not use any name like or similar to "Milton H. Erickson."

11. All notices or reports required under this agreement shall be considered to be properly given if mailed with first class postage to the individual address.

12. The Foundation shall consult with the Institute prior to licensing any other Institute within fifty miles of the Institute's address as given above.

IN WITNESS WHEREOF the parties have caused this agreement to be signed by their duly authorized representatives on the dates indicated below, but all of the date first above written.

Moscow Milton H. Erickson Institute

Date: 24.07.14
Date: 24.07.14
Date: 24.07.14

By: [Signature]
By: [Signature]
By: [Signature]

Date: 10/30/14

The Milton H. Erickson Foundation, Inc.
By: [Signature]