Please read these terms carefully. By submitting your application to be certified as an Information Mapping® Certified Consultant ("IMCC"), you (the "Consultant") personally or on behalf of the legal entity of which you are a representative, an agent or employee when acting in such capacity, enter into an agreement (the “Agreement”) with INFORMATION MAPPING INTERNATIONAL NV ("IMI"), with registered office at Beekstraat 46, 9031 GHENT, Belgium and with company number 0811.076.881. This Agreement is governed by these terms.

Article 1 - Definitions

a. “Product”: means any software, books, course packages, corporate licenses and other materials and products of IMI.

b. “Customer”: means any public (government/non-government) or private organizations that orders Services with Consultant.

c. “IMI Method”: means the research-based approach to the analysis, organization, and visual presentation of information. All intellectual property rights in, title to and ownership of the IMI Method and all the related know-how shall at all time remain with IMI.


e. “Services”: means to implement the IMI Method as a solution for Customers. Services include, but are not limited to, consultancy, technical writing of documents, websites or other materials, audits, etc.

f. “IMCC Certification Fee”: means the fee payable to participate to the Certification Process. This fee is not refundable.


Article 2 – Certification Process
In order to be certified by IMI as an IMCC, Consultant needs to pay the IMCC Certification Fee and complete the Certification Process (including but not limited to the examination). IMI will review Consultant’s performance through the Certification Process and decide whether or not to certify Consultant as IMCC. IMI will take this decision at its sole discretion based upon:

- Consultant’s completion of at least one official Information Mapping® 2-day or 3-day classroom training, or the instructor-led e-learning course Developing Business and Technical Communications;
- Consultant’s professional experience in writing, editing and/or consulting services;
- the ability of Consultant to communicate the fundamentals of the Information Mapping® method clearly, and;
- Consultant’s personal attributes of high integrity, professional attitude, and passion for helping businesses make their information work.

**Article 3 – Main obligations of Consultant**

Consultant:

a) shall exercise his/her best efforts and diligence when delivering Services to Customers. Consultant will at all time conduct business in a manner that will reflect favorably on IMI trademarks and IMI’s good name and reputation.

b) shall comply and make sure the Services comply with all applicable laws and regulations of any country wherein Consultant operates. Consultant shall indemnify IMI and hold it harmless from all taxes, penalties, interest or other obligations which would be imposed on IMI as a result of the non compliance with this clause.

c) will adhere to and apply any and all guidelines and directions of IMI with respect to the IMI Method and the Services.

d) shall in the event that Consultant obtains knowledge of any actual or threatened suit against Consultant or IMI, their subsidiaries or affiliates for an alleged infringement of the right of any third party by reason of the use of the IMI Method or Services or of any actual or threatened infringement by any third party of any of IMI’s rights, promptly notify IMI thereof and take appropriate measures in order to enable IMI to enforce its rights.
Article 4 – Personal certification

The certification as IMCC is personal. Consultant may not appoint agents or representatives to act on his/her behalf to deliver Services.

An organization, company or entity may not employ or enter into agreements in any other way, neither directly nor indirectly, as a self-employed person, a partner, an employee, or in any other capacity or way, with more than four IMCCs at any time. In such case, the organization, company or entity must contact IMI to become an official IMI Distributor.

Article 5 – Products

Consultant is not authorized to distribute, sell or resell Products. Consultant will refer Customers to an official IMI Distributor or to the IMI website (www.informationmapping.com) to order Products.

Article 6 - Services

Consultant shall, at its own discretion, responsibility, risk and account, provide Services to the Customers under such terms and conditions as he/she deems commercially reasonable.

Prior to delivering any Services to Customers, Consultant will verify whether Customer disposes of the required IMI licenses. If not, Consultant will require the Customer to purchase the appropriate IMI licenses prior to delivering the Services.

Consultant will not work with, deliver Services to or cooperate in any manner with parties that infringe on the rights of IMI.

Article 7 – Fees

IMCC Certification fee
Participating to the certification requires the payment of the IMCC Certification Fee. This fee is not refundable.

**IMCC License Fee**

Consultant will pay a a yearly License fee. This fee covers the royalties on the Information Mapping Services you will provide in the next year. These royalties are calculated as a lump sum and are payable upfront for the next year. IMI will publish the next year royalties on [www.informationmapping.com](http://www.informationmapping.com).

In case Consultant doesn’t agree with the next year royalties, Consultant may terminate the Agreement as set forth under Article 12.

The IMCC License Fee is not refundable.

**Payment terms**

Consultant will pay all fees upfront via online credit card payment. The complete amount mentioned on the invoices is due; no costs of bank transfers, taxes or other amounts may be subtracted.

Consultant will authorize IMI to automatically credit his/her credit card for the next payment due under this Agreement, until it has been terminated as set forth under Article 12.

If owed amounts are not paid at the due date, IMI, by operation of law and without notice of default, is entitled to interest on all owed amounts from the due date to the date of effective payment, to the amount of ten percent annually, as well as fixed damages to the amount of ten percent of the unpaid amounts. Any granted discounts will be lost and are due to be paid to IMI by Consultant.

If owed amounts are not paid at the due date, the Agreement is suspended and Consultant isn’t entitled to deliver Services and to present his/herself as an IMCC.

**Article 8 – FS Pro NFR**

During the term of the Agreement, Consultant receives one limited and personal free license on FS Pro NFR and the IMI Method solely for the purpose of delivering professional services as an IMCC. Consultant is not entitled to grant any sublicenses to Customers or other third parties or to otherwise
authorize Customers or third parties to use the software or IMI Method without having purchased the appropriate licenses beforehand. The use of FS Pro NFR by Consultant is subject to the IMI Software License Terms and the IMI Software Maintenance Terms. In case of conflict between the Agreement and the IMI Software License Terms or the IMI Software Maintenance Terms, the Agreement will prevail.

**Article 9 - Intellectual Property Rights**

Consultant understands and agrees that the Products and the IMI Method are the valuable property of IMI and that all intellectual property and other rights including but not limited to copyright, know-how and trade secrets in the Product and the IMI Method belong to IMI.

Unless explicitly permitted under this Agreement, Consultant will not:

- otherwise copy, duplicate, alter, adapt, modify or translate in any manner, integrate into another software, decompile, disassemble, all or part of a Product, nor to create derivative works based on it, nor to engage in any reverse engineering, nor attempt to discover the source code,

- remove any proprietary notices or labels from a Product, nor remove or alter any legal notices, such as trademark or copyright notices, affixed on or within a Product or any accompanying documentation.

Consultant agrees that the Products and the IMI Method are protected under various IP laws and under Article 39 of the TRIPS Agreement (1994) and Article 10bis of the Paris Convention (1967) and are confidential and proprietary and a valuable commercial asset of IMI. Consultant agrees to keep the IMI Method in confidence and to not disclose the IMI Method to any third parties.

Consultant shall not, for free or against a fee, provide services to or otherwise assist third parties and/or Customers who infringe on the intellectual property rights of IMI.

Consultant's obligations set forth in this Article shall survive any termination, expiration or discontinuance of the Agreement.

**Article 10 - Independent contractors**
Parties acknowledge and agree that they are dealing with each other hereunder as independent contractors. Nothing contained in the Agreement shall be interpreted or construed in such manner that a Party to this Agreement shall act otherwise than as a fully independent contractor. Neither Party will have any authority to act on behalf of, or bind the other Party and neither Party will represent to any third party that it has such authority. Neither Party will create any obligation or liability on the part of the other Party.

Article 11 – IMI logo’s, trade names and trademarks

With a view to comply with its obligations under the Agreement and provided that Consultant complies with all applicable instructions and guidelines established in this context, IMI gives Consultant the right to use its logos, trade names and trademarks. IMI may also grant Consultant the right to display awards and acknowledgements on Consultant’s website for the duration of the Agreement.

Consultant will at all time use the appropriate IMCC logo. Consultant may not change, adapt or alter these logos.

Consultant is not allowed to register a trademark, a domain name or otherwise register or protect the names of IMI and the Products.

Article 12 - Duration

a) The Agreement comes into effect as of the moment the IMCC Certification Fee has been received by IMI.

In case IMI notifies Consultant of its decision not to certify Consultant as an IMCC, the Agreement terminates automatically.

In case IMI certifies Consultant as IMCC and provided that the IMCC License Fee has been paid, the initial term of the Agreement shall be for a period until December 31 of the next year and, unless terminated pursuant the provisions set out below, it shall be continued with consecutive one year terms.

Each Party may terminate the Agreement by giving a written notice to the other Party no later than 30 September.
b) IMI may terminate the Agreement in case Consultant materially defaults in performing an obligation under this Agreement (comprising but not limited to non-payment) and such default continues non-remedied for a period of thirty (30) days following receipt of written notice of default. The termination will take immediate effect at the end of such period.

c) IMI may terminate the Agreement with immediate effect by written notice in any of the following events:

1. If Consultant makes any voluntary arrangement with its creditors in order to avoid insolvency or bankruptcy, or if Consultant files for bankruptcy or is declared bankrupt or is otherwise liquidated; or

2. A third party is appointed by official act in order to administrate any of the properties or assets of Consultant; or

3. Consultant infringes Article 4, 6, 9 or 14.

**Article 13 – Obligations in case of termination**

Termination of the Agreement shall end the certification of Consultant and end any licenses granted under the Agreement to Consultant.

In case of termination of the Agreement, Consultant will immediately cease the providing of Services and will immediately cease the use of the IMI name and trademarks. Consultant will respect and carry out any and all obligations arising from and surviving the Agreement, such as but not limited to confidentiality obligations.

Consultant will return to IMI all documentation, materials and Products including but not limited to manuals, software, marketing tools and demos.

**Article 14 - Confidentiality**

IMI may, from time to time and in as much as necessary for the execution of the Agreement, disclose to Consultant confidential and proprietary information on its commercial activities. Confidential and proprietary information shall mean all information identified as such by IMI at the time of disclosure as well as all information which is by its nature normally and reasonably considered confidential. Confidential information shall include but not be limited to all information related to Products, the
IMI Method, past, present or future research, development or business affairs, lists of customers and prospects, any proprietary products, materials or methodologies, new collections or any other information which may provide IMI with a competitive advantage.

Consultant shall during the full duration of the Agreement and after its termination refrain from any disclosure or any other use of the confidential information, except for the execution of the Agreement and upon receipt of an explicit written approval of IMI.

Article 15 - Liability

IMI will provide the necessary efforts to fulfill its obligations under the Agreement.

IMI can only be held liable for gross negligence (“zware fout”, “faute grave”).

IMI will not be liable to Consultant or third parties for loss of profits or business, indirect, consequential or incidental damages, even if IMI has been advised of the possibility of such losses or damages. For direct damages, if repair in species is not possible, the liability of IMI toward Consultant shall never exceed 2.500€.

Parties shall take all necessary measures that can reasonably be expected to limit the damage, taking into account the interests of each Party.

Consultant shall indemnify IMI and hold it harmless against and in respect to any and all claims, damages, losses, costs, expenses, obligations, liabilities, actions, suits, including without limitation, interest and penalties, reasonable attorneys’ fees and costs and all amounts paid in settlement of any claim, action or suit that may be asserted against IMI or that IMI shall incur or suffer that arise out of, result from or relate to: (a) the non-fulfillment of any agreement, covenant or obligation of Consultant in connection with the Agreement; (b) any claim of any nature whatsoever brought by any Customer or third party who may suffer damages of any sort as a direct or indirect result of Consultant’s Services.

Article 16 - General

If any of the provisions of the Agreement are held to be or rendered void or unenforceable, the Parties agree that the same shall not result in the nullity or unenforceability of the remaining provisions of the Agreement, but that they will use their best efforts to replace such provision with a
valid and enforceable provision which will achieve, to the extent possible, the economic, business or other purpose for said void or unenforceable provision.

The failure of either Party to insist upon or enforce strict conformance by the other Party of any provision of the Agreement or to exercise any right under the Agreement shall not be construed as a waiver or relinquishment of such Party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

The rights and remedies afforded to either Party pursuant to any provision of the Agreement are in addition to and do not in any way limit any other rights or remedies afforded to either Party by any other provision of the Agreement or by law. All such rights and remedies are cumulative and may be exercised singularly or concurrently.

**Article 17 – Applicable law and venue**

The Agreement shall be governed by, interpreted and construed in accordance with the laws of Belgium. Venue for any proceeding brought hereunder shall be with the courts residing in Brussels (Belgium).