

# **CPF CERTIFICATION SCHEME LICENSING AGREEMENT**

## **PARTIES**

This Schema di Certificazione Licensing Agreement ("Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ ("Effective Date"), by and between:

**CPF3** ("Licensor" or "Scheme Owner")

A [jurisdiction] [entity type]

Principal Office: [Address]

Email: legal@cpf3.org

AND

**[CERTIFICATION BODY NAME]** ("Licensee" or "Certification Body")

A [jurisdiction] [entity type]

Registration Number: [Number]

Principal Office: [Address]

Email: [Email]

Collectively referred to as the "Parties" and individually as a "Party."

## **RECITALS**

WHEREAS, Licensor is the owner and developer of the Cybersecurity Psychology Framework (CPF), a comprehensive framework for assessing and managing psychological vulnerabilities in cybersecurity contexts;

WHEREAS, Licensor has developed a certification scheme ("CPF Schema di Certificazione") for certifying individuals and organizations in CPF methodology, as detailed in the CPF Schema di Certificazione document version 1.0 dated January 2025;

WHEREAS, Licensee is a certification body accredited to ISO/IEC 17065:2012 by [Accreditation Body Name] (Certificate No. [Number], expiration [Date]);

WHEREAS, Licensee desires to obtain a license to operate the CPF Schema di Certificazione within a defined territory;

WHEREAS, Licensor is willing to grant such license subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1 DEFINITIONS

**1.1 "Authorized Territory"** means the geographic region(s) specified in Schedule A where Licensee is authorized to operate the CPF Schema di Certificazione.

**1.2 "Certification"** means the issuance of a formal attestation by Licensee that an individual or organization has met the requirements of the CPF Schema di Certificazione.

**1.3 "Certification Marks"** means the trademarks, service marks, logos, and certification marks owned by Licensor and used in connection with the CPF Schema di Certificazione, as detailed in Schedule B.

**1.4 "Confidential Information"** means all non-public information disclosed by one Party to the other, including but not limited to examination items, assessment methodologies, proprietary processes, business information, and technical data.

**1.5 "CPF Materials"** means all intellectual property related to the CPF framework, including but not limited to: the CPF Schema di Certificazione document, training curricula, examination items, assessment tools, methodologies, templates, and related documentation.

**1.6 "Licensee Personnel"** means all employees, contractors, and agents of Licensee who participate in CPF certification activities.

**1.7 "Organizational Certification"** means certification of an organization at CPF Compliance Levels 1-4, or as an Authorized Service Provider.

**1.8 "Professional Certification"** means certification of an individual as CPF Assessor, CPF Practitioner, or CPF Auditor.

## 2 GRANT OF LICENSE

**2.1 License Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable license to:

- a) Operate the CPF Schema di Certificazione within the Authorized Territory;
- b) Issue Professional Certifications to qualified individuals;
- c) Issue Organizational Certifications to qualified organizations;
- d) Use the Certification Marks in connection with authorized certification activities;
- e) Access and use CPF Materials solely for the purpose of operating the certification scheme;
- f) Represent itself as an "Authorized CPF Certification Body" within the Authorized Territory.

**2.2 Authorized Territory.** The Authorized Territory is specified in Schedule A and may be modified only by written agreement of both Parties.

**2.3 License Limitations.** Licensee acknowledges and agrees that:

- a) The license granted is non-exclusive; Licensor may grant licenses to other certification bodies;
- b) Licensee may not sublicense, assign, or transfer any rights under this Agreement;
- c) Licensee may not operate the certification scheme outside the Authorized Territory;
- d) Licensee may not modify CPF Materials without prior written approval from Licensor;
- e) All certifications issued must strictly comply with the CPF Schema di Certificazione requirements.

**2.4 Reservation of Rights.** All rights not explicitly granted to Licensee are reserved by Licensor. Licensor retains all ownership rights, title, and interest in and to the CPF framework, CPF Materials, and Certification Marks.

### 3 LICENSEE OBLIGATIONS

**3.1 Accreditation Maintenance.** Licensee shall:

- a) Maintain current ISO/IEC 17065:2012 accreditation throughout the term of this Agreement;
- b) Immediately notify Licensor of any suspension, withdrawal, or scope reduction of accreditation;
- c) Provide Licensor with annual accreditation certificates and surveillance audit reports;
- d) Remedy any accreditation nonconformities within timeframes specified by the accreditation body.

**3.2 Competence Requisiti.** Licensee shall:

- a) Employ or contract a minimum of two (2) certified CPF Auditors;
- b) Maintain personnel with demonstrated competence in both cybersecurity and psychology;
- c) Provide annual competence assessments for all Licensee Personnel involved in certification activities;
- d) Ensure all personnel complete required CPF-specific training (minimum 40 hours initially);
- e) Maintain records of personnel qualifications, training, and competence assessments.

**3.3 Operational Requisiti.** Licensee shall:

- a) Operate the CPF Schema di Certificazione in strict accordance with the CPF Schema di Certificazione document and all updates issued by Lessor;
- b) Implement secure examination administration procedures ensuring integrity and confidentiality;
- c) Maintain encrypted databases for candidate information with appropriate access controls;
- d) Establish and maintain privacy protection measures compliant with differential privacy requirements ( $\varepsilon \leq 0.1$ );
- e) Implement quality management processes ensuring consistency and reliability of certification decisions;
- f) Maintain professional liability insurance with minimum coverage of USD \$5,000,000 per occurrence;
- g) Maintain cyber liability insurance with minimum coverage of USD \$2,000,000.

**3.4 Reporting Requisiti.** Licensee shall provide to Lessor:

- a) Quarterly reports of certification activities including:
  - Number of applications received by certification type;
  - Number of certifications issued by certification type;
  - Number of certifications renewed;
  - Number of certifications suspended or revoked;
  - Examination pass/fail statistics;
  - Appeals and complaints summary;
- b) Immediate notification (within 5 business days) of:
  - Ethics complaints involving certified individuals or organizations;
  - Privacy or confidentiality breaches;
  - Significant examination security incidents;
  - Legal actions involving CPF certifications;
- c) Annual submission of:
  - Updated accreditation certificate;
  - Insurance certificates;
  - Audited financial statements;
  - Management review of certification program performance.

**3.5 Quality Assurance.** Licensee shall:

- a) Participate in bi-annual inter-CB calibration workshops organized by Lessor;
- b) Submit to annual audits by Lessor of certification activities and compliance with this Agreement;

- c) Implement corrective actions for nonconformities identified during Licensor audits within specified timeframes;
- d) Maintain records of all certification decisions, appeals, and complaints for minimum seven (7) years;
- e) Provide Licensor access to certification files and records upon reasonable request for quality monitoring purposes.

### **3.6 Trademark Usage.** Licensee shall:

- a) Use Certification Marks only in accordance with Licensor's trademark usage guidelines (Schedule B);
- b) Not modify, alter, or create derivative works of Certification Marks;
- c) Include appropriate trademark notices (® or TM) with all uses of Certification Marks;
- d) Immediately cease use of Certification Marks upon termination or expiration of this Agreement;
- e) Not register or attempt to register any trademarks confusingly similar to Certification Marks.

## **4 FINANCIAL TERMS**

**4.1 Initial Licensing Fee.** Licensee shall pay to Licensor an initial licensing fee of USD \$\_\_\_\_\_ upon execution of this Agreement. This fee is non-refundable.

**4.2 Annual Licensing Fee.** Licensee shall pay to Licensor an annual licensing fee of USD \$\_\_\_\_\_ for each year of the Agreement term. Annual fees are due on the anniversary of the Effective Date and are non-refundable.

**4.3 Royalty Fees.** Licensee shall pay to Licensor royalty fees calculated as follows:

- a) Professional Certifications (Assessor, Practitioner, Auditor): 15% of the certification fee charged to the applicant;
- b) Organizational Certifications (Levels 1-4): 10% of the certification fee charged to the organization;
- c) Authorized Service Provider Certifications: 12% of the certification fee charged to the firm;
- d) Recertification fees: Same percentage as initial certification;
- e) Examination retake fees: 15% of the examination fee.

**4.4 Minimum Annual Royalty.** Licensee shall pay a minimum annual royalty of USD \$10,000, regardless of actual certification volume. If actual royalties for any annual period fall below the minimum, Licensee shall pay the difference to Licensor.

**4.5 Examination Material Licensing.** Licensee shall pay an annual examination material licensing fee of USD \$5,000 for access to Licenser's proprietary examination item banks and assessment tools.

#### **4.6 Payment Terms.**

- a) Royalty fees shall be calculated and reported quarterly;
- b) Payment of royalties is due within thirty (30) days following the end of each calendar quarter;
- c) Each payment shall be accompanied by a detailed report showing calculation of royalties;
- d) All payments shall be made in USD by wire transfer to the account specified by Licensor;
- e) Late payments shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less;
- f) Licensor may suspend Licensee's operations under this Agreement for payments overdue by more than sixty (60) days.

**4.7 Audit Rights.** Licensor shall have the right, upon reasonable notice, to audit Licensee's books and records related to certification activities for the purpose of verifying royalty calculations. If an audit reveals underreporting of more than five percent (5%), Licensee shall pay the cost of the audit in addition to any underpaid royalties and interest.

**4.8 Taxes.** All fees and royalties are exclusive of taxes. Licensee is responsible for all taxes, duties, and similar charges imposed by any governmental authority on amounts payable under this Agreement, except for taxes based on Licensor's net income.

## **5 INTELLECTUAL PROPERTY**

**5.1 Ownership.** Licensee acknowledges and agrees that Licensor owns all right, title, and interest in and to:

- a) The CPF framework and methodology;
- b) All CPF Materials;
- c) All Certification Marks;
- d) All examination items and assessment tools;
- e) All updates, modifications, and derivative works of the above.

**5.2 No Transfer of Ownership.** Nothing in this Agreement transfers any ownership rights to Licensee. Licensee acquires only a limited license to use the intellectual property as expressly permitted herein.

**5.3 Improvements and Feedback.** Any improvements, enhancements, or modifications to CPF Materials developed by Licensee shall be:

- a) Promptly disclosed to Lessor in writing;
- b) Owned exclusively by Lessor unless otherwise agreed in writing;
- c) Licensed back to Licensee for use within the Authorized Territory at no additional cost;
- d) Made available to other licensed certification bodies at Lessor's discretion.

**5.4 Trademark Protection.** Licensee shall:

- a) Immediately notify Lessor of any unauthorized use of Certification Marks;
- b) Cooperate with Lessor in any enforcement actions;
- c) Not challenge the validity of Lessor's trademarks or ownership;
- d) Not use Certification Marks in a manner that diminishes their value or reputation.

**5.5 Protection Against Infringement.** If Licensee becomes aware of any infringement or misappropriation of CPF intellectual property, Licensee shall immediately notify Lessor and provide all available information. Lessor shall have the sole right to pursue enforcement actions.

## 6 CONFIDENTIALITY

**6.1 Confidential Information.** Each Party acknowledges that it may receive Confidential Information from the other Party. Confidential Information includes:

- a) Examination items and assessment methodologies;
- b) Business and financial information;
- c) Technical data and proprietary processes;
- d) Candidate and certified individual information;
- e) Organizational assessment data;
- f) Strategic plans and market analysis;
- g) Any information marked "Confidential" or reasonably understood to be confidential.

**6.2 Obligations.** Each Party shall:

- a) Maintain Confidential Information in strict confidence;
- b) Use Confidential Information only for purposes authorized under this Agreement;
- c) Limit access to Confidential Information to personnel with a need to know;
- d) Protect Confidential Information using at least the same degree of care as used for its own confidential information, but no less than reasonable care;

- e) Not disclose Confidential Information to third parties without prior written consent;
- f) Ensure all personnel with access to Confidential Information are bound by confidentiality obligations at least as stringent as those in this Agreement.

**6.3 Exceptions.** Confidentiality obligations do not apply to information that:

- a) Was publicly available at the time of disclosure or becomes publicly available through no breach of this Agreement;
- b) Was rightfully in the receiving Party's possession prior to disclosure;
- c) Is independently developed by the receiving Party without use of Confidential Information;
- d) Is required to be disclosed by law, regulation, or court order, provided the disclosing Party gives prompt notice to enable the other Party to seek protective measures.

**6.4 Data Protection and Privacy.** Licensee shall:

- a) Comply with all applicable data protection and privacy laws, including but not limited to GDPR (EU), CCPA (California), and equivalent laws in the Authorized Territory;
- b) Implement technical and organizational measures to protect personal data of candidates and certified individuals;
- c) Not process personal data for purposes other than certification activities;
- d) Respond promptly to data subject requests (access, correction, deletion);
- e) Notify Lessor within twenty-four (24) hours of any data breach affecting CPF-related personal data;
- f) Cooperate with Lessor in managing data breach consequences and notifications.

**6.5 Survival.** Confidentiality obligations shall survive termination of this Agreement for a period of five (5) years, except for Confidential Information that constitutes a trade secret, which shall be protected indefinitely.

## 7 QUALITY ASSURANCE AND AUDITS

**7.1 Annual Audits by Lessor.** Lessor shall conduct an annual on-site or virtual audit of Licensee's certification operations. The audit scope includes:

- a) Quality management system effectiveness;
- b) Certification process compliance with CPF Schema di Certificazione;
- c) Examination administration security and integrity;
- d) Personnel competence maintenance;
- e) Privacy and confidentiality controls;

- f) Complaint and appeals handling;
- g) Registry accuracy and timeliness;
- h) Financial reporting accuracy.

**7.2 Audit Process.** Audits shall be conducted as follows:

- a) Licensor shall provide at least thirty (30) days advance notice;
- b) Licensee shall provide full access to facilities, records, and personnel;
- c) Audit findings shall be documented in writing and provided to Licensee within fifteen (15) days;
- d) Licensee shall respond with corrective action plans within thirty (30) days;
- e) Licensor shall verify implementation of corrective actions.

**7.3 Audit Costs.** Licensor shall bear the costs of routine annual audits. If an audit reveals major nonconformities or systematic failures, Licensor may require a follow-up audit at Licensee's expense.

**7.4 Inter-CB Calibration.** Licensee shall participate in bi-annual inter-certification body calibration workshops organized by Licensor, including:

- a) Scoring consistency exercises;
- b) Decision-making discussions for challenging cases;
- c) Best practice sharing;
- d) Scheme updates and training;
- e) Benchmarking of performance metrics.

**7.5 Performance Standards.** Licensee shall maintain:

- a) Examination pass rates within 15% of the scheme-wide average;
- b) Appeal rates below 5% of certification decisions;
- c) Complaint substantiation rates below 10% of total complaints;
- d) Average certification cycle time not exceeding 90 days from complete application;
- e) Client satisfaction scores above 4.0 out of 5.0.

If Licensee fails to meet performance standards for two consecutive quarters, Licensor may require a performance improvement plan.

## 8 COMPLAINTS AND APPEALS

**8.1 Complaint Handling.** Licensee shall establish and maintain procedures for handling complaints related to:

- a) Certification process fairness and consistency;
- b) Examination quality and administration;
- c) Certified individual or organization conduct;
- d) Licensee operations and personnel.

**8.2 Ethics Investigations.** Licensee shall:

- a) Investigate all ethics complaints against certified individuals or organizations;
- b) Maintain independence of investigators from certification decisions;
- c) Complete investigations within sixty (60) days unless complexity requires extension;
- d) Notify Licenser within five (5) business days of receiving significant ethics complaints;
- e) Provide Licenser with copies of investigation reports and decisions.

**8.3 Appeals Process.** Licensee shall provide an appeals process allowing candidates and certified parties to appeal:

- a) Certification denials;
- b) Disciplinary actions;
- c) Recertification denials;
- d) Suspension or revocation decisions.

**8.4 Reporting to Licenser.** Licensee shall report to Licensor:

- a) Quarterly summary of all complaints and appeals;
- b) Immediate notification of significant issues that may impact CPF brand reputation;
- c) Annual analysis of complaint trends and corrective actions.

## 9 TERM AND TERMINATION

**9.1 Initial Term.** This Agreement shall commence on the Effective Date and continue for an initial term of five (5) years unless earlier terminated in accordance with this Section.

**9.2 Renewal.** This Agreement may be renewed for successive five (5) year terms upon:

- a) Mutual written agreement at least one hundred eighty (180) days prior to expiration;
- b) Satisfactory performance review by Licensor;
- c) Renegotiation of financial terms if applicable;
- d) Continued compliance with all Agreement terms.

**9.3 Termination for Cause by Licensor.** Licensor may terminate this Agreement immediately upon written notice if:

- a) Licensee loses ISO/IEC 17065 accreditation;
- b) Licensee commits material breach and fails to cure within sixty (60) days of written notice;
- c) Licensee becomes insolvent, bankrupt, or subject to receivership;
- d) Licensee engages in fraud, misrepresentation, or unethical conduct;
- e) Licensee misuses CPF intellectual property or Certification Marks;
- f) Licensee fails to pay amounts due and such failure continues for sixty (60) days after notice;
- g) Licensee suffers major data breach and fails to adequately respond;
- h) Licensee receives major findings from accreditation body that impact certification capability.

**9.4 Termination for Cause by Licensee.** Licensee may terminate this Agreement upon ninety (90) days written notice if:

- a) Licensor materially breaches this Agreement and fails to cure within sixty (60) days;
- b) Licensor ceases to operate the CPF certification scheme;
- c) Licensor becomes insolvent or bankrupt.

**9.5 Termination for Convenience.** Either Party may terminate this Agreement without cause upon one hundred eighty (180) days written notice. In such case, Licensee shall pay a termination fee equal to 50% of the then-current annual licensing fee.

**9.6 Suspension.** Licensor may suspend Licensee's operations under this Agreement for up to one hundred eighty (180) days if:

- a) Major nonconformity is identified in annual audit;
- b) Significant increase in appeals or complaints occurs;
- c) Licensee falls below minimum royalty requirements;
- d) Insurance coverage lapses;
- e) Personnel competence deficiencies are identified.

During suspension, Licensee shall not accept new applications but shall complete processing of applications already submitted.

**9.7 Effect of Termination.** Upon termination or expiration of this Agreement:

- a) Licensee shall immediately cease all certification activities;
- b) Licensee shall immediately cease use of all Certification Marks;
- c) All certifications previously issued by Licensee shall remain valid until their normal expiration;
- d) Licensee shall transfer all certification records to Lessor or Lessor's designated successor within thirty (30) days;
- e) Certified individuals and organizations may transfer to another licensed certification body;
- f) Licensee shall return or destroy all CPF Materials within thirty (30) days;
- g) Licensee shall pay all outstanding fees and royalties within thirty (30) days;
- h) Sections 5 (Intellectual Property), 6 (Confidentiality), 10 (Limitation of Liability), 11 (Indemnification), and 12 (General Provisions) shall survive termination.

**9.8 Transition Assistance.** In the event of termination, Licensee shall:

- a) Cooperate with Lessor in transitioning certified parties to other certification bodies;
- b) Provide certified individuals and organizations with documentation of their certification status;
- c) Respond to verification requests for previously issued certifications;
- d) Not disparage the CPF program or interfere with continued operations by other certification bodies.

## 10 LIMITATION OF LIABILITY

**10.1 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LESSOR DOES NOT WARRANT THAT THE CPF CERTIFICATION SCHEME WILL BE ERROR-FREE OR UNINTERRUPTED.

**10.2 Limitation of Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, OR LOST BUSINESS OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.3 Cap on Liability.** EXCEPT FOR BREACHES OF CONFIDENTIALITY, INTELLECTUAL PROPERTY INFRINGEMENT, OR INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LICENSEE TO LICENSOR IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

**10.4 Exceptions.** The limitations in this Section do not apply to:

- a) Breaches of confidentiality obligations;
- b) Intellectual property infringement;
- c) Fraud or willful misconduct;
- d) Gross negligence;
- e) Indemnification obligations under Section 11.

## 11 INDEMNIFICATION

**11.1 Indemnification by Licensee.** Licensee shall indemnify, defend, and hold harmless Licensor, its officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

- a) Licensee's negligence or willful misconduct;
- b) Licensee's breach of this Agreement;
- c) Licensee's violation of applicable laws or regulations;
- d) Claims by certified individuals or organizations related to Licensee's certification decisions or processes;
- e) Privacy or data breaches caused by Licensee's failure to implement adequate security;
- f) Licensee's unauthorized use of CPF intellectual property or Certification Marks.

**11.2 Indemnification by Licensor.** Licensor shall indemnify, defend, and hold harmless Licensee, its officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

- a) Claims that CPF Materials infringe third-party intellectual property rights;
- b) Licensor's breach of this Agreement;
- c) Licensor's negligence or willful misconduct.

**11.3 Indemnification Process.** A Party seeking indemnification (Indemnitee) shall:

- a) Promptly notify the indemnifying Party (Indemnitor) of any claim;
- b) Provide reasonable cooperation in the defense;

- c) Allow Indemnitor to control the defense and settlement;
- d) Not settle or compromise the claim without Indemnitor's consent.

**11.4 Insurance.** Each Party shall maintain insurance coverage adequate to support its indemnification obligations under this Agreement.

## 12 GENERAL PROVISIONS

**12.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of laws principles.

**12.2 Dispute Resolution.**

- a) *Negotiation:* Any dispute shall first be addressed through good faith negotiations between senior executives of both Parties for a period of thirty (30) days.
- b) *Mediation:* If negotiation fails, the Parties shall attempt to resolve the dispute through mediation administered by [Mediation Service] in accordance with its rules.
- c) *Arbitration:* If mediation fails, the dispute shall be resolved through binding arbitration administered by [Arbitration Service] in accordance with its rules. The arbitration shall be conducted in [City, Country] in the English language. The arbitrator's decision shall be final and binding.
- d) *Exceptions:* Either Party may seek injunctive relief in court for breaches of intellectual property rights or confidentiality obligations without first pursuing mediation or arbitration.

**12.3 Notices.** All notices under this Agreement shall be in writing and delivered by:

- a) Personal delivery;
- b) Internationally recognized courier (e.g., DHL, FedEx);
- c) Email with confirmation of receipt.

Notices to Lessor shall be sent to:

CPF3  
Attention: Legal Department  
[Address]  
Email: legal@cpf3.org

Notices to Licensee shall be sent to the address first stated above or as updated in writing.

**12.4 Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

**12.5 Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that Licensor may assign to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets.

**12.6 Force Majeure.** Neither Party shall be liable for failure to perform due to causes beyond its reasonable control, including acts of God, war, terrorism, epidemic, pandemic, government restrictions, or natural disasters. If force majeure continues for more than ninety (90) days, either Party may terminate this Agreement.

**12.7 Amendment.** This Agreement may be amended only by written agreement signed by both Parties.

**12.8 Waiver.** Waiver of any provision must be in writing. Failure to enforce any provision does not waive the right to enforce it later.

**12.9 Severability.** If any provision is found invalid or unenforceable, the remaining provisions shall continue in full effect, and the invalid provision shall be reformed to the maximum extent possible to achieve the Parties' intent.

**12.10 Entire Agreement.** This Agreement, including all Schedules, constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, and communications regarding the subject matter.

**12.11 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures shall have the same effect as original signatures.

**12.12 Survival.** Provisions that by their nature should survive termination shall survive, including Sections 5, 6, 10, 11, and 12.

## 13 SCHEDULES

The following Schedules are attached and form part of this Agreement:

- **Schedule A:** Authorized Territory
- **Schedule B:** Certification Marks and Trademark Usage Guidelines
- **Schedule C:** Fee Schedule
- **Schedule D:** Reporting Templates
- **Schedule E:** Performance Metrics and Standards

## SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**LICENSOR: CPF3**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LICENSEE: [CERTIFICATION BODY NAME]**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A: AUTHORIZED TERRITORY****Geographic Scope:**

Licensee is authorized to operate the CPF Schema di Certificazione in the following territory:

Country/Countries: \_\_\_\_\_  
\_\_\_\_\_

Regions/States (if applicable): \_\_\_\_\_  
\_\_\_\_\_

Exclusions (if any): \_\_\_\_\_  
\_\_\_\_\_

**Territory Modifications:**

Any modifications to the Authorized Territory require written amendment signed by both Parties.

**Approved by:**

CPF3: \_\_\_\_\_ Date: \_\_\_\_\_

Licensee: \_\_\_\_\_ Date: \_\_\_\_\_

## SCHEDULE B: CERTIFICATION MARKS AND TRADEMARK USAGE

### Authorized Certification Marks:

Licensee is authorized to use the following marks in connection with CPF certification activities:

1. CPF® (registered trademark)
2. Cybersecurity Psychology Framework™
3. CPF Certified Assessor® certification mark
4. CPF Certified Practitioner® certification mark
5. CPF Certified Auditor® certification mark
6. CPF Authorized Certification Body™ designation

marks as approved

### Usage Guidelines:

#### *General Requisites:*

- Always use ® or ™ symbols as indicated
- Never modify, abbreviate, or alter the marks
- Use marks only in conjunction with authorized certification activities
- Maintain visual integrity as specified in CPF3 Brand Guidelines
- Include appropriate attribution: "CPF is a registered trademark of CPF3"

#### *Approved Uses:*

- Certificates issued to certified individuals and organizations
- Marketing materials promoting certification services
- Website content describing certification programs
- Professional correspondence related to certifications
- Conference presentations about CPF certification

#### *Prohibited Uses:*

- Use in connection with non-CPF services or products
- Modifications or stylistic variations
- Use in manner suggesting endorsement of Licensee's other services

- Use after termination of Agreement
- Sublicensing or transfer to third parties

**Quality Control:**

Licensee shall submit samples of all materials using Certification Marks to Lessor for approval prior to first use. Lessor shall approve or request modifications within fifteen (15) business days.

## SCHEDULE C: FEE SCHEDULE

**Initial Licensing Fee:** USD \$\_\_\_\_\_

Payment due: Upon execution of Agreement

**Annual Licensing Fee:** USD \$\_\_\_\_\_ per year

Payment due: Annually on anniversary of Effective Date

**Examination Material Licensing Fee:** USD \$5,000 per year

Payment due: Annually on anniversary of Effective Date

### Royalty Rates:

Certification Type	Royalty Rate
CPF Assessor (initial & renewal)	15%
CPF Practitioner (initial & renewal)	15%
CPF Auditor (initial & renewal)	15%
Organizational Level 1-4 (initial & renewal)	10%
Authorized Service Provider (initial & renewal)	12%
Examination retakes	15%

**Minimum Annual Royalty:** USD \$10,000

If actual royalties fall below minimum, Licensee pays the difference.

### Payment Schedule:

- Royalties calculated and reported quarterly
- Payment due within 30 days of quarter end
- Late payment interest: 1.5% per month

### Fee Adjustments:

Licensor may adjust fees annually with ninety (90) days written notice. Adjustments shall not exceed the greater of 5% or the US Consumer Price Index (CPI) increase for the prior year.

## SCHEDULE D: REPORTING TEMPLATES

### Quarterly Certification Activity Report

Due: Within 30 days of quarter end

#### *Certification Statistics:*

Certification Type	Applied	Issued	Denied	Pending
CPF Assessor				
CPF Practitioner				
CPF Auditor				
Organizational Level 1				
Organizational Level 2				
Organizational Level 3				
Organizational Level 4				
Authorized Service Provider				

#### *Examination Statistics:*

Examination Type	Administered	Passed	Failed
Assessor Written			
Assessor Practical			
Practitioner Written			
Auditor Written			
Auditor Practical			

#### *Financial Summary:*

- Total Certification Fees Collected: \$\_\_\_\_\_
- Royalties Due to Licensor: \$\_\_\_\_\_
- Payment Enclosed: \$\_\_\_\_\_

#### *Quality Metrics:*

- Complaints Received: \_\_\_\_\_
- Appeals Filed: \_\_\_\_\_
- Certifications Suspended: \_\_\_\_\_
- Certifications Revoked: \_\_\_\_\_
- Average Certification Cycle Time: \_\_\_\_\_ days

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

## SCHEDULE E: PERFORMANCE METRICS AND STANDARDS

### Examination Pass Rates:

- Target Range: Within 15% of scheme-wide average
- Scheme-Wide Average (updated annually by Licensor)
- If outside range for 2 consecutive quarters: Performance review required

### Appeals and Complaints:

- Appeal Rate Target: Below 5% of certification decisions
- Complaint Substantiation Rate Target: Below 10% of complaints
- If targets exceeded for 2 consecutive quarters: Root cause analysis required

### Certification Cycle Time:

- Target: Complete certification process within 90 days of complete application
- Measurement: From complete application to final decision
- If exceeded for more than 20% of applications: Process improvement required

### Client Satisfaction:

- Target: Average satisfaction score above 4.0 out of 5.0
- Survey Method: Post-certification satisfaction survey
- Frequency: All certifications surveyed
- If below target for 2 consecutive quarters: Corrective action required

### Registry Accuracy:

- Target: 100% accuracy in certification registry
- Update Timeliness: Within 5 business days of certification decision
- Monthly verification by Licensor

### Surveillance Compliance:

- Target: 100% completion of scheduled surveillance audits
- If surveillance audits delayed: Immediate notification to Licensor required

*End of Scheme Licensing Agreement*