



Code of Conduct

Introduction

Certified Licensing Professionals, Inc. ("CLP, Inc") has adopted the following rules of professional conduct ("Code of Conduct") in order to:

- i) establish and promote the professional standing of those designated Certified Licensing Professionals ("**CLP Designee**")
- ii) provide guidelines for the professional conduct of a CLP Designee,
- iii) enhance the trust of the public in the CLP certification program, and
- iv) grow and bolster the confidence of the public in the intellectual property licensing profession ("IP Licensing").

The enforcement of the Code of Conduct is pursuant to Section 5 of the Professional Practice and Disciplinary Policy and Procedures, which is found in the CLP, Inc. Policy and Procedure Manual and available by request to CLP, Inc. by emailing clpinfo@licensingcertification.org.

Any amendments to the Code of Conduct may be only promulgated by the CLP, Inc. Board of Governors. The amended Code of Conduct is effective as of the date the amended Code of Conduct is posted on the website of CLP, Inc.

The CLP Designee and the Code of Conduct

A CLP Designee shall neither willfully nor knowingly violate or attempt to violate the Code of Conduct, nor knowingly assist or induce another to do so, or do so through the acts of another. For purposes of these rules of professional conduct, the conduct of a corporation, partnership or other entity which is substantially owned, controlled or managed by a CLP Designee may be imputed to him or her provided that the CLP Designee has knowledge of and control over the conduct of such entity.

Rules of Professional Conduct

1. Duty to the Client

A CLP Designee may act as an agent or employee of a client or an employer (the terms 'client' and 'employer' are herein collectively referred to as 'Client').

The CLP Designee may perform the following non-exhaustive list of functions i-iv, in the context of an IP Licensing assignment, commissioned, sponsored or requested by the Client:

- i. Advisor: the CLP Designee shall provide the Client with an informed judgment regarding potentially licensable properties and, as necessary, explain their practical implications.
- ii. Advocate: the CLP Designee shall represent the Client's position within the context of advancing the Client's interests arising from potentially licensable properties.
- iii. Negotiator: the CLP Designee shall seek a result advantageous to the Client but consistent with requirements of fair and honest dealings with others.

- iv. Evaluator: the CLP Designee shall examine potentially licensable properties and provide a complete and unbiased report about them.

The CLP Designee shall:

- a) act with honesty, fidelity, professionalism and civility in performing any one of the above functions, or any other function in connection with an IP Licensing assignment, commissioned, sponsored or requested by the Client, and
- b) in the course of representing the interests of the Client, a CLP Designee shall not knowingly engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

2. Conflicts

A CLP Designee shall obtain the express, written consent of one or more Clients in order to represent the Client(s) in an IP Licensing assignment. However, the CLP Designee shall not represent at the same time and for the same IP Licensing assignment both a potential licensor and a potential licensee, unless both the potential licensor and the potential licensee expressly consent to this by written agreement.

Promptly upon becoming aware of a conflict, a CLP Designee shall disclose to the Client any interest concerning the CLP Designee of which the CLP Designee is aware of and where said interest may be adverse or potentially adverse to the Client, or that may be perceived to be in conflict with the interests of the Client, including any significant personal financial interest.

3. Confidence

In the absence of any type of agreement between a CLP Designee and a Client that restricts the disclosure of the confidential information of the Client, e.g. non-disclosure agreement, the CLP Designee shall request that the Client identify, clarify, or explicitly state in writing the information the Client considers to be of confidential nature; and in view of such guidance, the CLP Designee shall:

- a) treat said information as confidential information; and
- b) refrain from disclosing the confidential information of the Client,

unless:

- i. the Client gives specific, written informed consent to the contrary, or
- ii. the disclosure of the confidential information of the Client is required by applicable law or court order.

In the presence of any type of agreement between a CLP Designee and a Client that restricts the disclosure of the confidential information of the Client, e.g. non-disclosure agreement, the CLP Designee shall act according to the provisions of the agreement unless:

- i. the Client consents and documents otherwise, or
- ii. the disclosure of the confidential information of the Client is required by applicable law or court order.

In the presence of any type of agreement between two or more parties that restricts the disclosure of the confidential information of the parties to the agreement e.g. non-disclosure agreement, and of which agreement a CLP Designee is made aware, and said CLP Designee represents a Client who is party to the agreement, the CLP Designee shall act according to the provisions of the agreement concerning the disclosure of confidential information, unless the disclosure of confidential information of the Client is required by applicable law or court order.

4. Advertising and Solicitation

A CLP Designee shall not behave in a manner that denigrates the CLP credential/program.

A CLP Designee may use the acronym "CLP" or the full text version, "Certified Licensing Professional" to identify himself or herself as a Certified Licensing Professional; this is the only use of the acronym "CLP" or the full text version, "Certified Licensing Professional" which is authorized by the CLP, Inc. The CLP, Inc. may disallow any such use at any time and with no compensation to the CLP Designee.

In particular, the CLP Designee shall not use:

- i. any business card, and/or
- ii. letterhead, and/or
- iii. directory listing, and/or
- iv. advertising material, and/or
- v. other form of documentation, and/or
- vi. other means of communication,

that is false, deceptive or misleading, or likely to create false or exaggerated expectations as to:

- a) the skill, experience or ability of the CLP Designee;
- b) the value or cost of the services or facilities offered by the CLP Designee; and/or
- c) the results to be accomplished through such services or facilities.

Please note that the letters "CLP" should appear in a font size no larger than the name of the individual and/or the Client of such individual.

5. Privacy and Membership Lists

CLP, Inc. may collect, use and disseminate the information from CLP Designees that is collected in the completed application or other forms ("**Information**"), for the following purposes:

- i. to provide notices and information about CLP, Inc., its activities and meetings, to CLP Designees through mail, fax, email or other mode of communication;
- ii. to publish Information in CLP, Inc. directories, available in hard copy, electronic and otherwise;
- iii. to publish Information in CLP, Inc. meeting/function attendance lists; and
- iv. to maintain Information in CLP, Inc. databases for use by CLP, Inc., and officers, board members, consultants and contractors of CLP, Inc., in furtherance of activities of CLP, Inc.

CLP, Inc. shall not sell the Information to any third party. Subject to the foregoing, the CLP, Inc. may exchange information lists with professional organizations of like interest.

A CLP Designee may inquire as to the kind of information (including the Information) the CLP, Inc. maintains in its files. The CLP, Inc. shall respond to this inquiry promptly and with transparency. The Information is retained while a relevant individual maintains his/her status as a CLP Designee and until the end of the third (3rd) calendar year after his/her current certification status has ended.

The membership and attendance lists are the property of CLP, Inc. and are entrusted to CLP Designees for their personal information only. The reproduction and the commercial use of such lists are not authorized without the prior written permission of CLP, Inc. The violation of this rule may lead to the revocation of the CLP status and enforcement pursuant to: i) Section 5, Ethics and Discipline, of the CLP, Inc. Policy and Procedure Manual and/or ii) any applicable law or regulation.

6. Compliance

Each CLP Designee shall act in good faith and shall undertake reasonable efforts to conduct his/her practice in agreement with the law and regulations in connection with his/her Client's assignment(s).