This agreement to perform training services is between the Government Blockchain Association (GBA), a 501(c)(6) organization and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Training Partner) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Country \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . GBA and the Training Partner agree as follows:

# **SERVICES PROVIDED**

## SCOPE

The Training Partner agrees to provide GBA-certified training courses in accordance with the terms described in this document. The parties may change the services, provided any changes are signed by authorized agents for both parties.

## CONTROL OF SERVICES

The Training Partner shall plan, prepare, deliver, and report training in accordance with the Training Handbook(s) posted at the following site: www.gbaglobal.org/training-partnership.

The Training Partner shall determine the time, place, price, method, details, and means of delivering the training courses. The Training Partner shall collect payment directly from the students and has broad autonomy in their training offering. However, the following polices apply to the training program for each Training Partner:

### Eligibility

The Training Partner must be a GBA Corporate Member (Medium or above) and be in good standing.

### Training Materials

The Training Partner shall develop their own training materials in accordance with the Training Handbook(s). The Training Partner will submit the training materials to the GBA Training Program for approval prior to the advertising of any GBA courses. Training Partner may also request for use of the GBA Training materials.

### Logos, Trademarks and Intellectual Property (IP)

Training Companies may use the GBA logo on all course materials that have been approved by the GBA Training Team and that satisfy the standards detailed in the GBA Training Handbook(s). They may also use the GBA logo and related images and text to advertise the courses and schedule. GBA Logos and related text/images must be displayed in accordance with the style guides posted in the Professional or Corporate Dashboard on the GBA website. Training Companies are prohibited from using the GBA name, website, and social media material for any other purposes without the express authorization of a GBA Director.

### Expenses

GBA will not incur or reimburse any travel, venue, or related expenses. All expenses are the sole responsibility of The Training Partner.

### Cancellation Policy

AGREEMENT TO DELIVER TRAINING SERVICES

GBA seriously discourages the cancellation of courses once scheduled. However, we recognize that at times, it cannot be avoided. The GBA places a very high priority on honoring commitments. If circumstances make it difficult or impossible to conduct a course as scheduled, every effort must be made to honor the original commitment or to take appropriate actions to meet the needs of the course registrant. Notice of three cancelations in a 12-month period may be just cause to terminate the license agreement.

# Responsibilities

## GBA

The GBA shall be responsible for the following activities:

### Global Training Standards

GBA Global Training Standards are developed by the GBA Working Groups. They are submitted to GBA Chapter Leaders and Working Groups from all over the world. They are also made available for public comment. All of these inputs and comments are reviewed and incorporated into the standard as appropriate. They are regularly reviewed and updated. They are intended to be a global community consensus standard. They are not intended to be dominated by any Partner, country, or single organization. The standards are documented and maintained in the appropriate GBA Training Handbook. These handbooks describe the standards for GBA course development and delivery.

### Training Certificates

GBA will provide the Training Companies with GBA training certificate templates. The certificates will include the GBA logo and a space for the Training Partner to include their own logo. Training certificates will be co-branded with both the GBA and the Training Partner’s logos.

### Course Completion Submission Form

The GBA will maintain an online course completion submission form. Training Companies may submit course completion records. The submissions will be verified if:

* Students are GBA members in good standing, and
* The course was taught by a licensed Training Partner in good standing.

Students will be added to the GBA Certified Professional Directory.

### GBA Licensed Training Companies Directory

The GBA will maintain a directory of GBA Licensed Training Companies.

### Certified Professional Directory

The GBA maintains an online directory of GBA members that have completed certified courses delivered by the GBA and other Licensed Training Companies.

### Student Feedback Reporting

GBA will collect and maintain student feedback data. GBA will provide summary feedback to the Training Companies to help them continuously improve their performance. Any Training Partner that receives poor ratings for three consecutive rating periods will have their performance reviewed and the license to train GBA courses may be terminated.

## Training Partner

The Training Partner is responsible for:

### Training License Application & Setup

The Training Partner submits a signed copy of this agreement along with at least one course that satisfies the course requirements of the appropriate Training Handbook. The Training Partner Applicant pays a $1,000 setup fee for each course that they license from the GBA. Payments are made at: [www.GBAglobal.org/payments](http://www.GBAglobal.org/payments)

If the Training Partner joins during a promotion that waives the $1000.00 set up fee, Training Partner will not have to pay any set up fees for the first year. Training Partner will be required to pay training fees in subsequent years. The activation date for the additional fees for subsequent years is one year from the date the Training Partner signed the Training Partner Agreement.

Code – Training Fee waiver – “feewaiver”

### Logistics

The Training Partner schedules and coordinates the dates, locations, instructors, training equipment (computers, projectors, flip charts, etc.), and all other logistical considerations. The GBA does not have any responsibility for Training Partner coordination.

### Pricing & Payments

The Training Partner may charge any amount without restriction or limitation. The Training Partner collects payments, pays all expenses, and retains any profit from the training events.

When the Training Partner submits the names of the students that have completed the course, the Training Partner pays $20 per course listing/per student. The current courses include:

* + Blockchain Foundations
	+ Blockchain Technical Specialist
	+ Blockchain Executive Consulting
	+ Blockchain Legal Specialist
	+ Blockchain Healthcare Specialist

### Advertising & Promotion

The Training Partner is responsible for advertising, marketing, and recruiting students for the training. The Training Partner must fully disclose on their course listings and advertisements that GBA “Civil Servant” or “Professional” membership is required for certification credentials to be posted on the GBA website.

Training Companies may purchase packages of discount codes for discounts on membership. The price for membership is published on the [GBA Membership Page](http://www.GBAglobal.org/membership). The discount codes are available to the training partner based on the following schedule:

* Package of 01-10 Discount Codes for 85% of Published Price.
* Package of 21-40 Discount Codes for 60% of Published Price.
* Package of More Than 40 Discount Codes for 50% of Published Price.

### Quality Assurance

#### Training Materials

The Training Partner is responsible for developing training materials in their native language and using local examples and information that their students will understand. Context should be local. Training materials must be in accordance with the standards defined in the GBA Training Handbook. The Training Partner will ensure that training presentation materials and hand outs are of professional quality standards, and free from content, spelling, grammar, and formatting errors. The training material will be cobranded with the Training Partner’s logo and the GBA logo[[1]](#footnote-1).

#### Training Service

For in-person trainings, the Training Provider will provide a suitable training environment for the registrants. The training environment should have adequate tables and chairs for all registrants. The Training Partner will ensure that class start, break, and end times are honored and that the commitments and expectations made to students are met.

#### Quality Monitoring

The Training Partner will make training materials available and provide access to monitor training activities with at least a 30-day prior written notice to monitor the quality of training activities and work-products. If the audit/review is the result of customer complaints or a constantly low customer satisfaction rating, the costs for the audit/review may be charged to the Training Partner based on a mutually agreed amount.

### Reporting

The Training Companies will submit course completion records no later than seven calendar days after the completion of the course via the GBA online course completion submission form. Training Companies must inform students that listing course completion on the GBA website is only available for GBA “Civil Servant” or “Professional” Members.

# Terms & Conditions

## TRAINING PARTNER PERSONNEL

### TRAINING PARTNER STAFF

The Training Partner will provide adequate staff to administer and provide training. If any Training Partner’s staff is found to be unacceptable to the GBA, the GBA shall notify the Training Partner of such fact and the GBA shall work with the Training Partner to resolve the problem including correcting, coaching or removal of the staff from future training course delivery.

### INDEPENDENT CONTRACTOR.

The Training Partner is an independent contractor. Neither the Training Partner nor their employees are, or shall be deemed for any purpose to be, employees of GBA. GBA shall not be responsible to the Training Partner, the Training Partner's employees, or any governing body for any payroll-related taxes related to the performance of the Services.

### REPORTS, MEETINGS & COMMUNICATIONS

GBA will conduct quarterly Trainer Partner meetings. The purpose of these meetings is to review student feedback, materials, and policies and provide guidance and information to improve the overall brand and training quality. These events are expected to be both live and virtual. All Training Partners are required to attend all training partner meetings.

GBA will collect data and make the data available for the Training Companies. GBA and the Training Companies will work together collaboratively to collect, analyze and report any meaningful data to help the Training Companies and the GBA.

## RECORDS, TAXES, & PAYMENTS

### RECORDS

The Training Partner shall maintain complete and accurate training records. This includes training registration information, attendance sheets, copies of certifications and instructor/Partner qualification documents. The Training Partner will allow GBA access to training events, records and information with three calendar days written advance notice.

### TAXES

The Training Partner agrees to pay the amount of any sales, use, excise or similar taxes applicable to the performance of the Services, if any, or, in lieu thereof, GBA shall provide the Training Partner with a certificate acceptable to the taxing authorities exempting GBA from payment of these taxes.

### PAYMENTS

All payments are made in either US dollars or the equivalent amount of cryptocurrency.[[2]](#footnote-2)

## INDEMNITY AND INSURANCE

### Training Partner

The Training Partner agrees to defend at its own cost and expense any claim or action against GBA for actual or alleged infringement of any patent, copyright or other property right (including, but not limited to, misappropriation of trade secrets) based on any service furnished to GBA by the Training Partner pursuant to the terms of this Agreement. The Training Partner agrees, should GBA's use of any service furnished to GBA by the Training Partner be enjoined by any court, to promptly obtain, at no expense to GBA, the right to continue to use the items so enjoined or, at no expense to GBA, provide GBA promptly with substitute items to the enjoined products.

### Hold Harmless

Training Partner agrees to hold GBA harmless for any lawsuits or litigation costs associated with the training materials. Training partners are required to conduct through research on any addition information they include in their training material to ensure the additional information does not violate any intellectual property rights. GBA is not responsible for any additional information the Training Partner includes in their training materials. The inclusion of additional information that violates intellectual property rights is grounds for GBA to terminate the Training Partner Agreement with the Training Partner.

## CONFIDENTIALITY AND PROPRIETARY RIGHTS

### CONFIDENTIALITY

The parties acknowledge that GBA and the Training Partner each own valuable trade secrets, and other confidential information. Such information may include software code, routines, data, know-how, designs, inventions and other tangible and intangible items. All such information owned by the parties is defined as 'Confidential Information'. This provision does not apply to Confidential Information that is:

* In the public domain through no fault of the receiving party,
* Was independently developed as shown by documentation,
* Is disclosed to others without similar restrictions, or
* Was already known by the receiving party.

### NON-DISCLOSURE

The parties agree that they will not, at any time during or after the term of this Agreement, disclose any Confidential Information to any person, and that upon termination of this Agreement, each party will return any Confidential Information that belongs to the other party.

### PROPRIETARY RIGHTS

All services provided under this agreement and all materials, products, inventions, works, and deliverables developed or prepared by the Training Partner under this Agreement are the property of the Training Partner and all title and interest therein shall vest in the Training Partner. These rights include patent rights, copyright, derivative rights, trade secrets, and trademarks. All intellectual property owned by GBA shall belong to GBA.

## Warranties

The Training Partner warrants that each of its employees assigned to perform services under this agreement shall have the proper skills, training, and background to perform in a competent and professional manner. GBA acknowledges that the services include unknown and unforeseen problems and the Training Partner shall attempt to solve such problems. GBA acknowledges that the Training Partner does not warrant that there will be a satisfactory solution to all problems. GBA agrees that the Training Partner warrants its services “As Is” and that the Training Partner refuses all other warranties, expressed or implied. GBA agrees that the Training Partner shall have no liabilities for consequential damages, lost profits, or any direct or indirect damages.

## GENERAL

This Agreement shall commence when last signed by both parties and shall continue for a period of one year. In the event of any material breach of this Agreement by either party, the other party may cancel this Agreement. Either party may terminate this Agreement by giving the other party two weeks prior written notice of its election to terminate.

## ASSIGNMENT

Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. A sale of substantially all the assets of a party or a merger of a party does not constitute and assignment for purposes of
this clause.

## NOTICES

Any notices or communication under this Agreement shall be in writing and shall be by confirmed facsimile, overnight deliver or certified mail return receipt requested to the party receiving such communication at the address specified below:

If to GBA: Attn.:

Name: Title: Organization: Address: Phone: Email:

Eric Guthrie
Director, Training Program
Government Blockchain Association (GBA) 4728 Pickett Road, Fairfax, VA 22032-2028 704-516-2180
Eric.guthrie@GBAglobal.org

If to Training Partner: Attn.: Name:

Title: Organization: Address: Phone: Email:

## GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia in the United States.

## MODIFICATIONS

No changes or waivers to this Agreement shall be binding unless made in writing and duly signed by authorized agents of both parties.

## COMPLETE AGREEMENT

This Agreement sets forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by authorized agents of both parties.

## NON-SOLICITATION

Unless otherwise mutually agreed upon by the parties in writing, the parties agree that they will not hire or solicit the employment of any personnel of the other party during the term of this agreement and for a period of six (6) months after the termination of this agreement.

# Execution

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date last written below.

**For the Government Blockchain Association (GBA)**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Gerard DacheExecutive Director |  | Date |

**For [the Training Partner]**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| NameTitle |  | Date |

1. The sharing of intellectual property between the parties does not give either party the right to sublicense or share the other party’s intellectual property outside of the scope of this agreement. [↑](#footnote-ref-1)
2. Cryptocurrency payments are made at the exchange rate listed on www.coinbase.com at the time of the payment. [↑](#footnote-ref-2)