



## LPI APPROVED ACADEMIC PARTNER (LPI AAP) AGREEMENT

This Agreement is made between **THE LINUX PROFESSIONAL INSTITUTE MASTER AFFILIATE (MA)** with its principal office located at (address):

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AND The LPI Academic Partner (**THE PARTNER**),

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With its principal office located at (address): \_\_\_\_\_

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### RECITALS

- A. The Linux Professional Institute ("LPI") is a producer of a professional certification for the Linux operating system, including LPI certification, sponsorship, and LPI Academic Partner Programs (LPI AAP) and desires to appoint "THE PARTNER" for the promotion of the LPI AAP initiative subject to the exclusions set forth in Section 16.
- B. LPI is a vendor-independent organization and does NOT maintain a particular method of test preparation.
- C. MA encourages publishers, schools and training centers to work together within their local community to promote choice, flexibility and innovation.
- D. In countries where there is no incorporated organization approved by LPI to run a test preparation training program, the program is run by LPI.
- E. PARTNER wishes to become an authorized Academic Partner of LPI and participate in the authorized Academic Partner program (the "PROGRAM").
- F. NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

### SECTION 1 DURATION

The term of this Agreement shall be one (1) contract year, beginning on the date this contract is signed ("Effective Date"), unless terminated earlier under Section 17 MODIFICATION AND TERMINATION. The contract year begins on the Effective Date and runs twelve (12) months from that date. The annual renewal

fee will be invoiced on each anniversary date. In addition, on the annual anniversary of this contract, the term will extend by an additional year unless written notice is received by either party 60 days prior to the renewal date indicating that the contract will not be extended by the additional year.

## **SECTION 2**

### **USE OF TRAINING MATERIALS AND INSTRUCTORS**

- A. The PARTNER will use LPI Certified Instructors (“LCI”) as defined in SCHEDULE B regardless of modality (i.e. e-learning, website, classroom, blended).
- B. Classroom or e-learning must be delivered by an LCI.
- C. The parties agree that the PARTNER will be allowed some flexibility in the total number of LCIs based on the PARTNER’s size and market share. The MA will decide the number of required LCIs.

## **SECTION 3**

### **ADHERENCE TO OPERATIONAL STANDARDS**

The PARTNER shall adhere at all times to Operational Standards, per SCHEDULE A.

## **SECTION 4**

### **PARTNER OBLIGATIONS AND DELIVERABLES**

- A. Course Materials: The PARTNER shall provide information on the PARTNER’s choice of course materials (see Exhibit C).
- B. Instructor Evaluations: The PARTNER shall provide the **MA** the necessary administrative access to the PARTNER’s course and instructor evaluations for the sake of quality assurance. These documents will conform to the policies of the institution on privacy regulations and administrative protocol.
- C. Facilities: The PARTNER must provide a general layout of the training classroom specifications that should include one computer per student. MA reserves the right to perform a site inspection. If e-learning is offered, the MA must approve the curriculum.
- D. The PARTNER and the **MA** must ensure students understand the LPI exam process and availability.

## **SECTION 5**

### **APPROVED STATUS OF MARKETING MATERIALS AND WEBSITE**

The **MA** retains the right to approve the PARTNER’s marketing materials and website.

## **SECTION 6**

### **TERRITORY**

PARTNER is authorized to perform the duties of LPI AAP only in geographies assigned to MA through a separate agreement with LPI. The territory for the PARTNER is \_\_\_\_\_

## **SECTION 7**

### **LOGO AND TRADEMARK USAGE**

- A. Subject to the provisions of this Agreement, **MA** grants to PARTNER a non-exclusive, non-transferable license to use LPI's Approved Academic Partner Logo (the "Trade Mark") and LPI AAP solely in connection with the Program in the assigned TERRITORY only. The PARTNER does not have any right to sublicense the Trademark and shall not seek registration of the Trademark and LPI AAP in the PARTNER's name.
- B. Upon termination or expiration of this Agreement, the PARTNER will immediately cease all use of the Trademark and will not directly or indirectly at any time or in any manner make further use of or reference to the Trademark or the LPI AAP in the conduct of its business or otherwise.
- C. This Agreement does not grant a license to any technology, trademarks, logo's or intellectual property belonging to LPI to the partner other than as described in this Agreement.

## **SECTION 8**

### **MEMBERSHIP FEES**

The PARTNER agrees to pay an annual fee of \_\_\_\_\_ for two training locations. Additional locations may be added for a fee of \_\_\_\_\_ per location. This is a one year agreement and may be renewed with the consent of the **MA** for additional one year periods following the anniversary date of this agreement.

## **SECTION 9**

### **CHANGE OF PROGRAM REQUIREMENTS**

The parties agree that LPI may change details of the Program at any time upon 60 days written notice to the PARTNER's designated contact and posting to the LPI website. The PARTNER shall comply with the program guidelines including all portions therefore that are electronically posted at [www.lpi.org](http://www.lpi.org).

## **SECTION 10**

### **NO FRANCHISE CREATED**

The parties acknowledge and agree that execution of this Agreement and participation in the Program does not create a franchise, joint venture, financial partnership, or similar business relationship between **MA** and the PARTNER or any other third party.

## **SECTION 11**

### **ADDITIONAL SUPPORT BY MA**

The parties agree that **MA** shall not be obligated to provide any support for or to the PARTNER other than as specified in this Agreement and **SCHEDULE C**.

## **SECTION 12**

### **ENTIRE AGREEMENT**

This Agreement, including the Schedules and Exhibits attached hereto, constitutes the entire agreement and supersedes all prior agreements of the parties with respect to the transactions set forth herein and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

## **SECTION 13**

### **INDEMNIFICATION**

- A. **MA** shall indemnify and hold harmless PARTNER and its officers, directors, employees and agents against and in respect of any and all claims, suits, actions, proceedings and investigations instituted by third parties, as well as any judgments, damages, settlements, liabilities, and legal and other expenses (including reasonable legal fees and expenses of attorneys) as and when incurred, arising out of or based upon (a) any misrepresentation or breach of the representations and warranties of **MA** set forth in this Agreement, and (b) any non-compliance by **MA** with any covenants or agreements of **MA** contained in or made pursuant to this Agreement. PARTNER shall indemnify and hold harmless **MA**, its affiliates, and their respective officers, directors, employees and agents, against and in respect of any and all claims, suits, actions, proceedings and investigations instituted by third parties, as well as any judgments, damages, settlements, liabilities, and legal and other expenses (including reasonable legal fees and expenses of attorneys) as and when incurred, arising out of or based upon (a) any misrepresentation or breach of the representations and warranties of PARTNER set forth in this Agreement, and (b) any non-compliance by PARTNER with any covenants or agreements of PARTNER contained in or made pursuant to this Agreement.
- B. Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnified party by any third party that may give rise to liability of an indemnifying party hereunder, the indemnified party shall promptly notify the indemnifying party of the existence of such claim and shall give the indemnifying party reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. The indemnified party shall cooperate with the indemnifying party and shall at all times have the right to fully participate in, but not control, such defense with its own counsel and at its own expense. The indemnified party shall not make any settlement of any claims which might

give rise to liability of the indemnifying party hereunder without the prior written consent of the indemnifying party.

## **SECTION 14**

### **COUNTERPARTS**

This Agreement may be agreed to and executed in more than one counterpart, each of which together shall form one and the same instrument. The parties agree that execution may be achieved in any format convenient to the parties.

## **SECTION 15**

### **SEVERABILITY**

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

## **SECTION 16**

### **GENERAL CONTRACT PROVISIONS**

- A. Subject to the provisions of SECTION 17 hereof, no change or modification of this Agreement shall be valid unless it be in writing and signed by each party.
- B. The headings used in this Agreement are for convenience only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.
- C. It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void or unenforceable for any reason, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.
- D. This Agreement shall ensure to the benefit of and be binding on the respective heirs, executors, administrators and permitted assigns of each of the parties.
- E. This Agreement shall be governed by and construed in accordance with the laws of CANADA. The parties submit themselves to the exclusive jurisdiction of the courts of CANADA.
- F. This Agreement is subject to approval by LPI.
- G. This Agreement is not assignable by the MA or PARTNER without the prior written consent of LPI. Any attempt to assign any of the rights, duties or obligations of this Agreement without written consent is void. In the event LPI terminates the relationship with the MA, this contract immediately reverts to the control of LPI and LPI reserves the right to assign this contract to other MA's as appropriate.
- H. The failure on the part of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

- I. Upon default by PARTNER under any terms of this Agreement, and at any time after the default, MA shall have all rights and remedies provided by law and by this Agreement. No single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, MA may remedy any default by PARTNER in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by PARTNER. All rights and remedies of MA granted or recognized in this Agreement are cumulative and may be exercised at any time and from time to time independently or in combination.
- J. If there is any conflict between terms and conditions of this Agreement and the Program guidelines, the terms and conditions of the Program guidelines shall prevail.

## **SECTION 17**

### **TERMINATION AND MODIFICATIONS**

Either party has the right to terminate this agreement with 60 days written notice to the other party.

All notices required or permitted to be given hereunder shall be in writing and either hand-delivered, telecopied, mailed by certified first class mail, postage prepaid, or sent via electronic mail to the other party or parties hereto at the address(es) set forth on page 1. A notice shall be deemed given when delivered personally, when the telecopied notice is transmitted by the sender, three business days after mailing by certified first class mail, or on the delivery date if delivered by electronic mail.

FOR MA: \_\_\_\_\_

Email: \_\_\_\_\_

FOR THE PARTNER: \_\_\_\_\_

Email: \_\_\_\_\_

The parties have executed this agreement on the day and year written below.

**Master Affiliate**

**PARTNER**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name of Signer and Title*

\_\_\_\_\_  
*Printed Name of Signer and Title*

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**SCHEDULE A**  
**Operational Standards**

LPI requires that the PARTNER commit to the same Linux community standards that LPI itself strives to embody. To that end, we require that:

- A. The PARTNER will provide a learning program that is of merit, reflecting the good intent, neutrality, and objective measures of the LPI certification program in the Linux community.
- B. The PARTNER will develop, publish, and follow a clear road map for linking their Linux courses to LPI certifications so that individuals can readily plan their career development.
- C. The PARTNER will encourage hands-on and/or simulation practice as part of their program.
- D. The PARTNER will employ instructors who know the subject matter and have a demonstrated ability to teach.
- E. The PARTNER will commit to holding a minimum of quarterly advertised PBT Labs. The PARTNER has the option of cancelling any PBT Lab which does not meet a minimum required registration of 10 candidates, 2 weeks in advance of the lab. PARTNERS are encouraged to develop incentives or marketing programs designed to avoid cancellation of scheduled PBT Lab.

**SCHEDULE B**  
**LCI REQUIREMENTS (LPI CERTIFIED INSTRUCTORS)**

- A. LCI's must be certified for the level and specialty of exam they teach. PARTNERS are to have instructors who are certified to the level they are to teach.
- B. A minimum of one LCI must remain on staff of PARTNER.
- C. To confirm LCI qualifications, the following should be submitted to the MA:
  - a) Resume
  - b) Copy of LPI Certificate
  - c) Recommendation Letter from Training Manager
  - d) Proof of participation in an ongoing internal Train-the-Trainer development program or industry program such as CTT (Certified Technical Trainer)
- D. LCI's must have a thorough understanding of the LPI program and procedure necessary to take LPI exams.
- E. LCI's must agree to sign a Non-Disclosure Agreement regarding information obtained when proctoring exam labs.



**SCHEDULE C**  
**PROGRAM BENEFITS**

PARTNER will receive:

- A. Promotion on LPI website and inclusion in online training center locator ([www.lpi.org/partner](http://www.lpi.org/partner))
- B. Assistance from MA in identifying sources for training material options in PARTNER geography
- C. LPI supports open source initiatives through corporate presence at LinuxWorld and other Open Source initiatives where possible in the following countries:
- D. Promotion at events that LPI attends. Includes providing the contact information of the Partner for customers in the Partner's Territory.
- E. MA provides sales and customer service support to include: Providing input concerning where to purchase training material. Assistance with locating quality instructors that hold the LCI designation and expediting training partner feedback to the courseware vendors.
- F. Marketing collateral to include one Training Center Plaque, LPI penguin and other materials as available.
- G. As time and logistics permit, MA will be available for speaking engagements to promote the PARTNER's agenda

***Exhibit A***  
Contact Information

**Contact Name** \_\_\_\_\_

**School** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_

**State** \_\_\_\_\_

**Country** \_\_\_\_\_

**Postal Code** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**SKYPE ID** \_\_\_\_\_

**Email** \_\_\_\_\_

**Website** \_\_\_\_\_

## Exhibit B

## Designation of LPI Certified Instructors

[illegible]

**Exhibit C**  
DESIGNATION OF COURSEWARE

The courseware designated for use by Member is provided by:

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