

**AWS Academy Program Agreement**  
Last updated [November 26, 2019]

This AWS Academy Program Agreement (the "Academy Agreement") is entered into between Amazon Web Services, Inc. (or the entity noted in Section 7 below) ("AWS," "we," "us", or "our") and you, and is made a part of the AWS Customer Agreement (available at <https://aws.amazon.com/agreement>) (the "Customer Agreement"), as may both be updated by us from time to time. The Academy Agreement is effective as of the date you click an "I ACCEPT" button or check the box presented with this Academy Agreement ("Effective Date"). If there is a conflict between the Customer Agreement and the Academy Agreement, the Academy Agreement will control. The AWS Customer Agreement and the Academy Agreement contain terms that govern your participation in the AWS Academy Program (the "Program"), described at <https://aws.amazon.com/education/awsacademy/> and its subpages (the "Program Site"). By accepting the terms of the Agreements, you represent to us that: (1) you are lawfully able to enter into them, and (2) if you are entering into them on behalf of an educational institution or entity ("Entity"), you have legal authority to bind that Entity.

**1. The AWS Academy Program**

**1.1 Program Eligibility.** To be eligible for the Program, you must:

- (a) be (or represent) an accredited educational institution; and
- (b) submit a Program application that is approved by AWS.

**1.2 Program Requirements.** At all times during your participation in the Program, you must:

- (a) comply with all additional requirements associated with the Program as specified on the AWS Academy Program Site, the AWS Academy Program Guide, the AWS Academy Welcome Letter ("Program Materials"), and the AWS Acceptable Use Policy (available at <https://aws.amazon.com/aup/>), which may all be updated from time to time;
- (b) enroll students in the Program and provide students with access (which may include on-line access) to Academy curriculum; and
- (c) appoint a Program point of contact ("Program POC") who will be responsible for communicating with AWS about the Program and ensuring compliance with Program Requirements.

**2. License and Restrictions.** AWS may give you access to the Program Site, Program Materials, virtual training labs, content, courseware, curriculum and other Program-related tools (collectively "Academy Tools") via a Program account in your name. AWS gives you a limited, royalty-free, revocable, non-exclusive, non-sublicensable, non-transferrable license to access, use, and integrate (into your learning management system ("LMS")) the Academy Tools. You may not modify (except for non-substantive formatting to integrate into your LMS), create derivative works of, resell, or sublicense the Academy Tools.

**3. Privacy.**

**3.1. AWS and Your Personal Information.** AWS will treat any personally identifiable information ("Personal Information") we collect from you as Account Information in accordance with the [AWS Privacy Notice](https://aws.amazon.com/privacy/) (located at <https://aws.amazon.com/privacy/>). Personal Information is information that relates to you individually, including your name, email address, birth date, etc. Information which is de-identified, anonymized, or aggregated such that it no longer relates to an identified or identifiable individual is not Personal Information.

**3.2 FERPA.** If you are subject to the United States Family Educational Rights and Privacy Act ("FERPA"), AWS acknowledges that, for purposes of this Academy Agreement, you may designate AWS as a "school official" with "legitimate educational interests" in information that is regulated by FERPA and its implementing regulations. AWS will abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. You agree that we may share your information with third party Program providers in connection with the administration of, or providing benefits under, the Program. For the avoidance of doubt, you and your end users may use the Program to disclose information to persons other than AWS and AWS will not be responsible for any such disclosure.

**4. Term; Termination.**

**4.1 Term.** The Academy Agreement will begin on the Effective Date, and will remain in effect until terminated.

**4.2. Termination.**

**4.2(a) Termination for Convenience.** Either party may terminate the Academy Agreement for any reason by giving the other party 30 days' advance notice of termination.

**4.2(b) Termination for Cause.** We may terminate the Academy Agreement on less than 30 days' advance notice if: (i) an earlier termination is needed to comply with law or requests of a governmental entity; or (ii) you materially breach your obligations under the Academy Agreement.

**4.3 Effect of Termination.** Upon termination, (a) all licenses granted by you or us arising from participation in the Program will terminate; (b) you will immediately cease use of all Program Benefits; and (c) you will no longer identify yourself or hold yourself out as a Program participant. Except that if the parties terminate the Academy Agreement under Section 4.1(a), they agree to a wind-down period ("Wind-down Period"), for up to a maximum of four (4) months. During the Wind-down Period, the parties will cooperate to ensure that then-enrolled Academy students will have access to Academy Tools so that they may complete the Academy curriculum in its entirety. The Wind-down Period will not extend to students enrolled after any such termination.

**5. Representations and Warranties.** You represent and warrant that (a) you will not use Academy Tools in a manner not authorized by this Agreement (e.g., you will not infringe on a third party's proprietary rights); (b) your participation in the Program will not cause injury to AWS or any third party; (c) you will not misrepresent or embellish your relationship with AWS; and (d) you are responsible for any dispute between you and any third party relating to your participation in the Program.

## **6. Miscellaneous.**

**6.1 Publicity and Reference Rights.** You agree to comply with the Marketing Guidelines set forth in the Program Materials, and to serve as a reference for AWS and the Program. You further agree that AWS may: (a) use your name and organization logo (provided promptly by you to AWS, upon our request) on the Program Site ((or AWS site located at <http://aws.amazon.com>) and any subpages) and in public announcements, customer lists, commercial presentations, flyers, brochures, newsletters and other marketing collateral (the "Items"); and (b) reproduce, publish, distribute and translate, for advertising, merchandising and publicity purposes, all or any part of the Items.

**6.2 Entire Agreement; English Language.** The Academy Agreement (including any terms incorporated by reference herein) represents the entire agreement between you and us regarding the subject matter of the Program. If we provide you with a translation of the Academy Agreement, the English language version of the Academy Agreement will control if there is any conflict.

**7. Special Provisions for India.** Notwithstanding anything to the contrary contained in this Academy Agreement, the following provisions will apply if an Academy Program is operating in India:

**7.1 Contracting Party.** Your contracting party will be Amazon Internet Services Private Limited ("AISPL"), and this Agreement is an agreement between you and AISPL, located at Ground Floor, EROS Plaza, Eros Corporate Centre, Nehru place, New Delhi, India – 110019. All references to "AWS," "we," or "us" in this Agreement, Welcome Letter, and Program Guide shall be deemed as referring to AISPL;

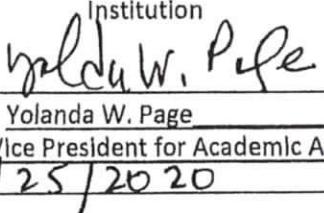
**7.2 Taxes.** Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to Program participation, including receipt of Program Benefits. All fees and charges payable will be exclusive of applicable national, state, or local sales or use taxes or value-added tax or service tax or goods and services tax (collectively, "Taxes") that AISPL is legally obligated to charge under the applicable laws. The Taxes charged by AISPL will be stated in the invoice pursuant to applicable laws. AISPL may charge and you will pay any applicable Taxes, which are stated separately on the invoice. Any withholding taxes that may be applicable to the fees and charges payable to us are for our account. You will pay the fees and charges in our invoice in full (gross) without applying any withholding taxes. If you separately deposit applicable withholding taxes on such fees and charges to the applicable government treasury and issue us a withholding tax certificate evidencing such deposit, following receipt of the withholding tax certificate in original form, we will reimburse to you an amount equal to the taxes that are evidenced as deposited.

**7.3 Privacy.** The Privacy Policy referred in Section 3.1 shall be deemed to refer to the Privacy Policy located at <https://aws.amazon.com/privacy/>.

**7.4 Notice.** The address for notice to AISPL is: Ground Floor, EROS Plaza, Eros Corporate Centre, Nehru place, New Delhi, India – 110019, Attention: Legal Department, Facsimile: 011-47985609.

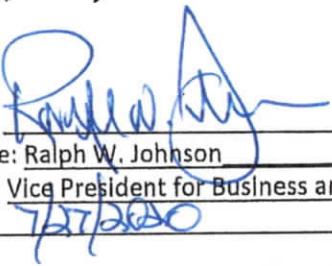
**7.5 Governing Law/Disputes.** The laws of India, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. All disputes and differences arising out of or in connection with this Agreement will be referred to arbitration by a sole arbitrator appointed by AISPL. The decision and award determined by such arbitration will be final and binding upon

the parties. The arbitration will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in English and the seat of the arbitration will be New Delhi.

Institution  
  
Signature: Yolanda W. Page  
Print Name: Yolanda W. Page  
Print Title: Vice President for Academic Affairs  
Date: 6/25/2020

AWS Academy

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
Signature: Ralph W. Johnson  
Print Name: Ralph W. Johnson  
Print Title: Vice President for Business and Finance/CFO  
Date: 7/27/2020

Digitally signed by Brendan Greene  
DN: cn=Brendan Greene, o=Dillard  
University, ou=Legal Affairs,  
email=bgreene@dillard.edu, c=US  
Date: 2020.07.27 09:58:41 -05'00'

  
Signature: Brendan Greene  
Print Name: Brendan Greene  
Print Title: General Counsel  
Date: \_\_\_\_\_



Page, Yolanda <[ypage@dillard.edu](mailto:ypage@dillard.edu)>

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## RE: AWS Academy [Application Approved Dillard University]

1 message

Duncan, Angel <[angdunca@amazon.com](mailto:angdunca@amazon.com)>  
To: "Page, Yolanda" <[ypage@dillard.edu](mailto:ypage@dillard.edu)>

Thu, Jun 26, 2020 at 12:52 PM

Hello Dr. Page,

There are no fees associated with membership in the AWS Academy program. The only cost associated with the program is the cost of the AWS certifications. We provide our members with discount vouchers to cut the cost of the AWS certification exam in half (50% discount). The cost of the certification exam is paid directly to our 3<sup>rd</sup> party test vendor, Pearson Vue or PSI. As part of participation in the AWS Academy program, every educator must have the AWS certification that aligns to the AWS Academy course he or she will be teaching. Certification for students is optional (up to each institution to decide if students will be required to sit for cert).

AWS Educate is a different program. I can connect you with the AWS Educate Program Manager to answer any questions you have about that program.

Warm regards,

~Angel

**Angel Duncan**

AWS Academy Program Manager

U.S. and Canada - East

E-mail: [angdunca@amazon.com](mailto:angdunca@amazon.com)

C: +1.904.629.8338 | Text Is Best

**aws** academy



**Need assistance? Visit the AWS Academy Forums to find answers to commonly asked questions, share ideas, network, and learn about exciting news and events.**

**From:** Page, Yolanda <ypage@dillard.edu>  
**Sent:** Thursday, June 25, 2020 1:05 PM  
**To:** Duncan, Angel <angdunca@amazon.com>  
**Subject:** RE: [EXTERNAL] AWS Academy {Application Approved Dillard University}

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Good afternoon, Angel;

I am reviewing the terms and conditions. What are the fees, etc. associated with AWS Educate?

On Wed, Jun 24, 2020 at 3:07 PM Duncan, Angel <angdunca@amazon.com> wrote:

Hello Dr. Page,

I hope all is well. Please be advised, your Institution's AWS Academy Program application has been APPROVED. You should receive an email with instructions to log into the AWS Academy Portal to accept the Academy Terms & Conditions. It is in the portal where you will see the 'click through' terms and conditions document. Please follow the instructions below to accept the AWS Academy Program Terms & Conditions via the Academy Portal:

## **Terms & Conditions**

1. Login to the AWS Academy Portal: <https://www.awsacademy.com/site/login>
  - a. Your username is your email address with '.awsacademy' suffix (e.g. john.doe@example.com.awsacademy)
2. You will be presented with the Terms & Conditions. Please read and click the Accept button

If you should accept the T's & C's without edit, kindly send me a confirming email. I look forward to Dillard University's membership in the Academy Program!

Warm regards,



# AWS Academy Program Guide

**Version 3.1, June 17, 2019**

# Welcome

## Introduction

AWS Academy is a global program that provides educational institutions and educational non-profits (collectively, "Institutions") with access to an AWS-developed and authorized curriculum so they can more easily offer cloud computing courses to their students. By participating in AWS Academy, institutions can help students become proficient and certified on the use of Amazon Web Services (AWS) technology.

Application to AWS Academy is open to Institutions that are accredited or have received official validation from a government or established educational authority as determined by AWS. To be considered for membership in AWS Academy, your institution must also meet the requirements of the program and be approved by AWS.

This Program Guide provides an overview of AWS Academy, including curriculum, program benefits, requirements, and information about how to participate. Besides the Program Guide, please read the AWS Academy Terms & Conditions, which govern your participation in the program.

# AWS Academy Curriculum

*AWS Academy courses are developed and maintained by AWS. Each learning path within the AWS Academy curriculum addresses different subject areas. AWS Academy courses are packaged in a modular format that may be delivered to students as synchronous or asynchronous learning in either an educator-led or virtual classroom environment.*

*Each learning path is designed to prepare students for an AWS certification. Students are provided with access to free certification practice exams and discounted certification exams that are aligned to the course. AWS Academy courses must be delivered by accredited educators who have completed the AWS educator accreditation requirements for each course they teach.*

## Requirements for Delivery

*Institutions and AWS Academy accredited educators must:*

- *Comply with the AWS Academy Terms & Conditions and all requirements described in the AWS Academy Program Guide;*
- *Be approved by AWS for each AWS Academy authorized course they intend to deliver to students;*
- *Deliver AWS Academy authorized courses only to students enrolled at the institution;*
- *Deliver AWS Academy authorized courses in its entirety (for time or other considerations, a course may be truncated into segments, as long as all segments are delivered);*
- *Deliver AWS Academy authorized courses over a minimum period of weeks specified in the course outline;*
- *Keep AWS authorized courses updated with most recent version of the provided courseware;*
- *Deliver AWS Academy courses to students as synchronous (i.e. real time) or asynchronous learning in either an educator-led or virtual classroom environment;*
- *Meet the following requirements when delivering AWS Academy courses asynchronously:*
  - *Institutions are permitted to integrate the AWS Academy courseware into their Learning Management System (LMS). All guidelines for content usage as defined in the Ts&Cs must be strictly adhered to.*
  - *Students need to register for an AWS Training and Certification account and educators will be provided with a link to the course. All procedures for class creation as used for on-the-ground (synchronous) classes need to be followed.*

# AWS Academy Membership

*As an AWS Academy member, your institution has access to AWS Academy authorized courses that can be delivered to students by AWS Academy accredited educators.*

## Benefits for Member Institutions

*AWS Academy members receive a number of benefits that are solely for use by institutions, educators and students participating in AWS Academy, including:*

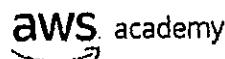
- *Access to complete AWS-developed and authorized courses;*
- *Course updates that reflect new AWS releases and best practices;*
- *Listing in the AWS Academy directory of participating institutions on the AWS Academy website upon acceptance;*
- *Access to AWS Academy logos and branding and must be in adherence with the PR guidelines;*
- *Access to free practice exams and discounted certification exams for AWS Academy accredited educators and AWS Academy students within their institution;*
- *Invitation to AWS Academy events, such as AWS Academy conferences and webinars. Your regional AWS Academy Program Manager will notify you when opportunities to participate are available.*

## Requirements for Institutions

*To participate in AWS Academy, institutions must:*

- *Agree to the AWS Academy Terms & Conditions and all requirements described in the AWS Academy Program Guide;*
- *Use AWS Academy logos and branding as per the below Marketing Guidelines;*
- *Administer and deliver AWS Academy authorized courses only from AWS-approved countries (Please review the AWS Academy website for list of approved countries).*
- *Appoint an Institutional Central Point of Contact (CPOC) responsible for overseeing all AWS Academy program requirements and activities within the educational institution and the institution's communications with AWS. This includes ensuring that educators are updated with relevant program updates that AWS provides to the CPOC;*
- *Receive written AWS approval for each AWS Academy authorized course you intend to deliver;*
- *Have one AWS-accredited educator for each AWS Academy course that you deliver;*
- *Agree not to provide third-party organizations with access to AWS Academy courses or other program components. For example, you may not use program benefit to provide fee-for-service training to any individual, institution, or entity not currently enrolled in AWS Academy classes at your institution as a bona fide student;*
- *Ensure at least 75% of students in each class complete a course evaluation. The evaluation, provided by AWS through a survey software platform, will help assess student satisfaction with AWS Academy content and delivery.*

*Ensure that students who access AWS Academy content create an AWS Training & Certification account, as set forth in the Student Guide. AWS will review each member institution annually to determine whether it continues to meet program compliance requirements. AWS reserves the right to terminate the*



*membership of AWS Academy Institutions that do not meet the requirements set forth in the AWS Academy Terms & Conditions and Program Guide.*

*Upon termination of an Institution's participation in AWS Academy as set forth in the AWS Academy Terms & Conditions, the institution must cease all activity related to participation in AWS Academy, including:*

- *Identifying the Institution as a participant in AWS Academy;*
- *Removing the AWS Academy logo from all the institution's websites and marketing materials;*
- *Discontinuing all uses of AWS Academy program benefits.*

### *How Institutions Can Apply*

*Membership in AWS Academy is open to all AWS-approved institutions. More information about how to apply is available at [aws.amazon.com/training/awsacademy](http://aws.amazon.com/training/awsacademy).*

# AWS Academy Educators

*To deliver AWS Academy authorized courses, you must become an AWS Academy accredited educator and possess advanced AWS technical knowledge.*

## Benefits for Educators

*AWS Academy accredited educators receive the following program benefits:*

- *Access to complete AWS-developed and authorized courses;*
- *Course updates that reflect new AWS releases and best practices;*
- *Complimentary seats in AWS-delivered courses relevant to AWS Academy authorized courses they are preparing to teach;*
- *Access to the AWS Academy Accredited Educator logo;*
- *Access to free certification practice exams and discounted certification exams;*
- *Invitation to AWS Academy conferences, webinars, and other events;*
- *Technical support.*

## Requirements for Educators

*AWS Academy educators must:*

- *Comply with the AWS Academy Terms & Conditions and all requirements described in the AWS Academy Program Guide;*
- *Use AWS Academy logos and branding as per the below Marketing Guidelines;*
- *Be nominated by an approved AWS Academy member institution to become an AWS Academy accredited educator for the institution;*
- *Deliver AWS Academy authorized courses only from AWS-approved institution's and country locations;*
- *Deliver only the AWS Academy authorized courses that AWS has approved and accredited;*
- *Deliver a minimum of one complete AWS Academy authorized course each academic year;*
- *Stay current on AWS services and the AWS Academy authorized courses that an educator is accredited to deliver;*
- *For AWS Academy authorized courses where the AWS Academy educator accreditation process requires AWS Certification, AWS Academy accredited educators must meet recertification requirements as described at <https://aws.amazon.com/certification/recertification>;*
- *Provide a current AWS Academy member institution email address to accept all AWS Academy-related communications from AWS;*
- *Consistently deliver a high-quality learning experience for AWS Academy students;*
- *Ensure that at least 75% of students in each class complete an AWS Academy course evaluation form.*

*AWS maintains the right to terminate educators that fail to comply with program requirements.*

# AWS Academy Educators

## *How to Apply to Become an AWS Academy Accredited Educator*

*To become an AWS Academy Accredited Educator, you must be nominated by an Institution accepted to AWS Academy. All nominations are reviewed by AWS to determine whether AWS Academy Accredited Educator candidates meet program requirements.*

*Program Educator Candidates who successfully complete the educator accreditation requirements for an AWS Academy course become accredited to teach the course at sponsoring member institutions. AWS will confirm approval of your status as an AWS Academy Accredited Educator in writing to both you and the AWS Academy CPOC at the sponsoring member institution.*

*If you do not successfully complete the above steps, AWS will provide you with feedback on any areas that need correction or improvement, as well as any steps that may be taken to continue the approval process.*

# AWS Academy Marketing Guidelines

## Logos

AWS Academy logos and branding, i.e., "AWS Marks," may be used per the AWS Trademark Guidelines at <https://aws.amazon.com/trademark-guidelines/>. Logos can be accessed by participating Institutions and accredited educators at <https://www.awsacademy.com/AcademyDocs>.

### Program logo

The AWS Academy logo may be used in digital or print media:

- To promote the program and associated courses
- To promote an institution's or educator's participation in the program.



### Accredited Educator logo

This logo is for use by AWS Academy Accredited Educator and can be accessed at <https://www.awsacademy.com/AcademyDocs>. The AWS Academy Accredited Educator logo can be used:

- In a digital or print educator profile (e.g., faculty bio; LinkedIn);
- In conjunction with promotion of the program and associated course(s) being taught by the educator.



## Program Name and Titles

Use the approved names and titles below in all marketing and promotions.

Item	Approved	Do not use
Program Name	AWS Academy	Academy
Accredited Educator	AWS Academy Accredited Educator	AWS Accredited Educator AWS Accredited Instructor AWS Academy Educator AWS Academy Instructor AWS Authorized Educator AWS Authorized Instructor
Courses	AWS Academy Cloud Architecting AWS Academy Cloud Foundations AWS Academy Cloud Developing AWS Academy Cloud Operations	AWS Cloud Computing Architecting AWS Cloud Architecture AWS Cloud Foundations AWS Cloud Developing AWS Cloud Operations ...or any variation thereof

# AWS Academy Marketing Guidelines

## *Involvement in AWS Academy*

*We are grateful for your institution's participation in AWS Academy. Following is some information about AWS Academy that may be shared with students.*

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### **About AWS Academy**

*AWS Academy provides participating educational institutions worldwide with authorized AWS courses and learning resources, so institutions and educators can more easily offer cloud computing courses and students can become proficient and optionally certified on AWS technology.*

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### **About the curriculum**

*The AWS Academy curriculum is designed to help students develop technical expertise in cloud computing and help prepare them for AWS Certification exams.*

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### **About AWS Certification**

*Upon successful completion of an AWS Academy course, students get access to vouchers for a free practice exam and discounted exam voucher for AWS Certification exams.*

*AWS Certifications recognize individuals with the technical skills and expertise to design, deploy, and operate applications and operations on AWS. For more information about AWS Certification, visit <https://aws.amazon.com/certification/>.*

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*Please contact your AWS Academy Technical Program Manager for any questions on the above.*

*For further questions about the  
AWS Academy program, contact  
your Technical Program Manager.*

SIGNING OF CONTRACTS AND AGREEMENTS

Appendix A



CONTRACT & AGREEMENT TRANSMITTAL/TRACKING SHEET

## AWS Academy Program

(Name of Contractor) BETWEEN DILLARD UNIVERSITY and (Name of Vendor.)

1. Initial MW

Date 6/25/2020

The attached contract/agreements has the approval (by attached cover memo) from the dean or vice president of the Division from which the contract/agreement originated. If the resources of more than one Division are implicated by the arrangement in any way, written approval from all Divisions has been provided. All sole source procurements must include written justification and include all necessary approvals.

2. \_\_\_\_\_

The contract/agreement, if totaling \$ 1,000.00 or greater, has been reviewed by the University's Procurement Office, in accordance with the Procurement Review and Authorization Policy.

a.) If sole sourced, must have been reviewed and approved by the Chief Financial Officer and Vice President for Business and Finance.

3. \_\_\_\_\_

The Office of Risk Management and Insurance has reviewed the contract/agreement for special risk issues and proof of insurance.

4. \_\_\_\_\_

The contract/agreement, the departmental approval(s) and any collateral review comments have been reviewed by the Office of Legal Affairs and has received the approval of the General Counsel and Vice President of Legal Affairs.

5. \_\_\_\_\_

The Chief Financial Officer/ Vice President for Business and Finance has approved and signed the contract/agreement. The contract/agreement has been entered into the University's centralized Contract Management System.

6. \_\_\_\_\_

If approved, the contract/agreement is signed by the President.

7. \_\_\_\_\_

A signed copy of the contract/agreement has been returned to the appropriate Division for transmittal. A copy of the transmittal letter, or if transmitted by hand a memo to that effect, has been returned to the Office of Legal Affairs, as well as a copy of the final signed contract, for inclusion in the file, as evidence that the contract is in effect. The original signed contract is forwarded to the Office of Business and Finance.

## AWS Academy Program Agreement

Last updated [November 26, 2019]

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### 1. The AWS Academy Program

#### 1.1 Program Eligibility.

To be eligible for the Program, you must:

- (a) be (or represent) an accredited educational institution; and
- (b) submit a Program application that is approved by AWS.

#### 1.2 Program Requirements.

At all times during your participation in the Program, you must:

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**3.2 FERPA.** If you are subject to the United States Family Educational Rights and Privacy Act (“**FERPA**”), AWS acknowledges that, for purposes of this Academy Agreement, you may designate AWS as a “school official” with “legitimate educational interests” in information that is regulated by FERPA and its implementing regulations. AWS will abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. You agree that we may share your information with third party Program providers in connection with the administration of, or providing benefits under, the Program. For the avoidance of doubt, you and your end users may use the Program to disclose information to persons other than AWS and AWS will not be responsible for any such disclosure.

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**5. Representations and Warranties.** You represent and warrant that (a) you will not use Academy Tools in a manner not authorized by this Agreement (e.g., you will not infringe on a third party’s proprietary rights); (b) your participation in the Program will not cause injury to AWS or any third party; (c) you will not misrepresent or embellish your relationship with AWS; and (d) you are responsible for any dispute between you and any third party relating to your participation in the Program.

**6. Miscellaneous.**

**6.1 Publicity and Reference Rights.** You agree to comply with the Marketing Guidelines set forth in the Program Materials, and to serve as a reference for AWS and the Program. You further agree that AWS may: (a) use your name and organization logo (provided promptly by you to AWS, upon our request) on the Program Site ((or AWS site located at <http://aws.amazon.com>) and any subpages) and in public announcements, customer lists, commercial presentations, flyers, brochures, newsletters and other marketing collateral (the “**Items**”); and (b) reproduce, publish, distribute and translate, for advertising, merchandising and publicity purposes, all or any part of the Items.

**6.2 Entire Agreement; English Language.** The Academy Agreement (including any terms incorporated by reference herein) represents the entire agreement between you and us regarding the subject matter of the Program. If we provide you with a translation of the Academy Agreement, the English language version of the Academy Agreement will control if there is any conflict.

**7. Special Provisions for India.** Notwithstanding anything to the contrary contained in this Academy Agreement, the following provisions will apply if an Academy Program is operating in India:

**7.1 Contracting Party.** Your contracting party will be Amazon Internet Services Private Limited (“**AISPL**”), and this Agreement is an agreement between you and AISPL, located at Ground Floor, EROS Plaza, Eros Corporate Centre, Nehru place, New Delhi, India – 110019. All references to “**AWS**,” “**we**,” or “**us**” in this Agreement, Welcome Letter, and Program Guide shall be deemed as referring to AISPL;

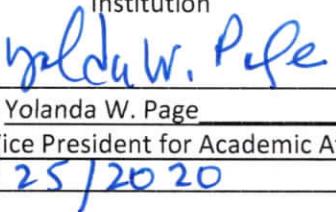
**7.2 Taxes.** Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to Program participation, including receipt of Program Benefits. All fees and charges payable will be exclusive of applicable national, state, or local sales or use taxes or value-added tax or service tax or goods and services tax (collectively, “**Taxes**”) that AISPL is legally obligated to charge under the applicable laws. The Taxes charged by AISPL will be stated in the invoice pursuant to applicable laws. AISPL may charge and you will pay any applicable Taxes, which are stated separately on the invoice. Any withholding taxes that may be applicable to the fees and charges payable to us are for our account. You will pay the fees and charges in our invoice in full (gross) without applying any withholding taxes. If you separately deposit applicable withholding taxes on such fees and charges to the applicable government treasury and issue us a withholding tax certificate evidencing such deposit, following receipt of the withholding tax certificate in original form, we will reimburse to you an amount equal to the taxes that are evidenced as deposited.

**7.3 Privacy.** The Privacy Policy referred in Section 3.1 shall be deemed to refer to the Privacy Policy located at <https://aws.amazon.com/privacy/>.

**7.4 Notice.** The address for notice to AISPL is: Ground Floor, EROS Plaza, Eros Corporate Centre, Nehru place, New Delhi, India – 110019, Attention: Legal Department, Facsimile: 011-47985609.

**7.5 Governing Law/Disputes.** The laws of India, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. All disputes and differences arising out of or in connection with this Agreement will be referred to arbitration by a sole arbitrator appointed by AISPL. The decision and award determined by such arbitration will be final and binding upon

the parties. The arbitration will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in English and the seat of the arbitration will be New Delhi.

Institution  
  
Signature: \_\_\_\_\_  
Print Name: Yolanda W. Page  
Print Title: Vice President for Academic Affairs  
Date: 4/25/2020

AWS Academy

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: Ralph W. Johnson  
Print Title: Vice President for Business and Finance/CFO  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: Brendan Greene  
Print Title: General Counsel  
Date: \_\_\_\_\_



Page, Yolanda <[ypage@dillard.edu](mailto:ypage@dillard.edu)>

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## RE: AWS Academy |Application Approved Dillard University]

1 message

Duncan, Angel <[angdunca@amazon.com](mailto:angdunca@amazon.com)>  
To: "Page, Yolanda" <[ypage@dillard.edu](mailto:ypage@dillard.edu)>

Thu, Jun 25, 2020 at 12:52 PM

Hello Dr. Page,

There are no fees associated with membership in the AWS Academy program. The only cost associated with the program is the cost of the AWS certifications. We provide our members with discount vouchers to cut the cost of the AWS certification exam in half (50% discount). The cost of the certification exam is paid directly to our 3<sup>rd</sup> party test vendor, Pearson Vue or PSI. As part of participation in the AWS Academy program, every educator must have the AWS certification that aligns to the AWS Academy course he or she will be teaching. Certification for students is optional (up to each institution to decide if students will be required to sit for cert).

AWS Educate is a different program. I can connect you with the AWS Educate Program Manager to answer any questions you have about that program.

Warm regards,

~Angel

**Angel Duncan**

AWS Academy Program Manager

U.S. and Canada - East

E-mail: [angdunca@amazon.com](mailto:angdunca@amazon.com)

C: +1.904.629.8338 | **Text** is Best



**Need assistance?** Visit the [AWS Academy Forums](#) to find answers to commonly asked questions, share ideas, network, and learn about exciting news and events.

**From:** Page, Yolanda <[ypage@dillard.edu](mailto:ypage@dillard.edu)>  
**Sent:** Thursday, June 25, 2020 1:05 PM  
**To:** Duncan, Angel <[angdunca@amazon.com](mailto:angdunca@amazon.com)>  
**Subject:** RE: [EXTERNAL] AWS Academy |Application Approved Dillard University]

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Good afternoon, Angel:

I am reviewing the terms and conditions. What are the fees, etc. associated with AWS Educate?

On Wed, Jun 24, 2020 at 3:07 PM Duncan, Angel <[angdunca@amazon.com](mailto:angdunca@amazon.com)> wrote:

Hello Dr. Page,

I hope all is well. Please be advised, your institution's AWS Academy Program application has been **APPROVED**. You should receive an email with instructions to log into the AWS Academy Portal to accept the Academy Terms & Conditions. It is in the portal where you will see the 'click through' terms and conditions document. **Please follow the instructions below to accept the AWS Academy Program Terms & Conditions via the Academy Portal:**

## Terms & Conditions

1. Login to the AWS Academy Portal: <https://www.awsacademy.com/sitelogin>
  - a. Your username is your email address with '.awsacademy' suffix (e.g. [john.doe@example.com.awsacademy](mailto:john.doe@example.com.awsacademy))
2. You will be presented with the Terms & Conditions. Please read and click the **Accept** button

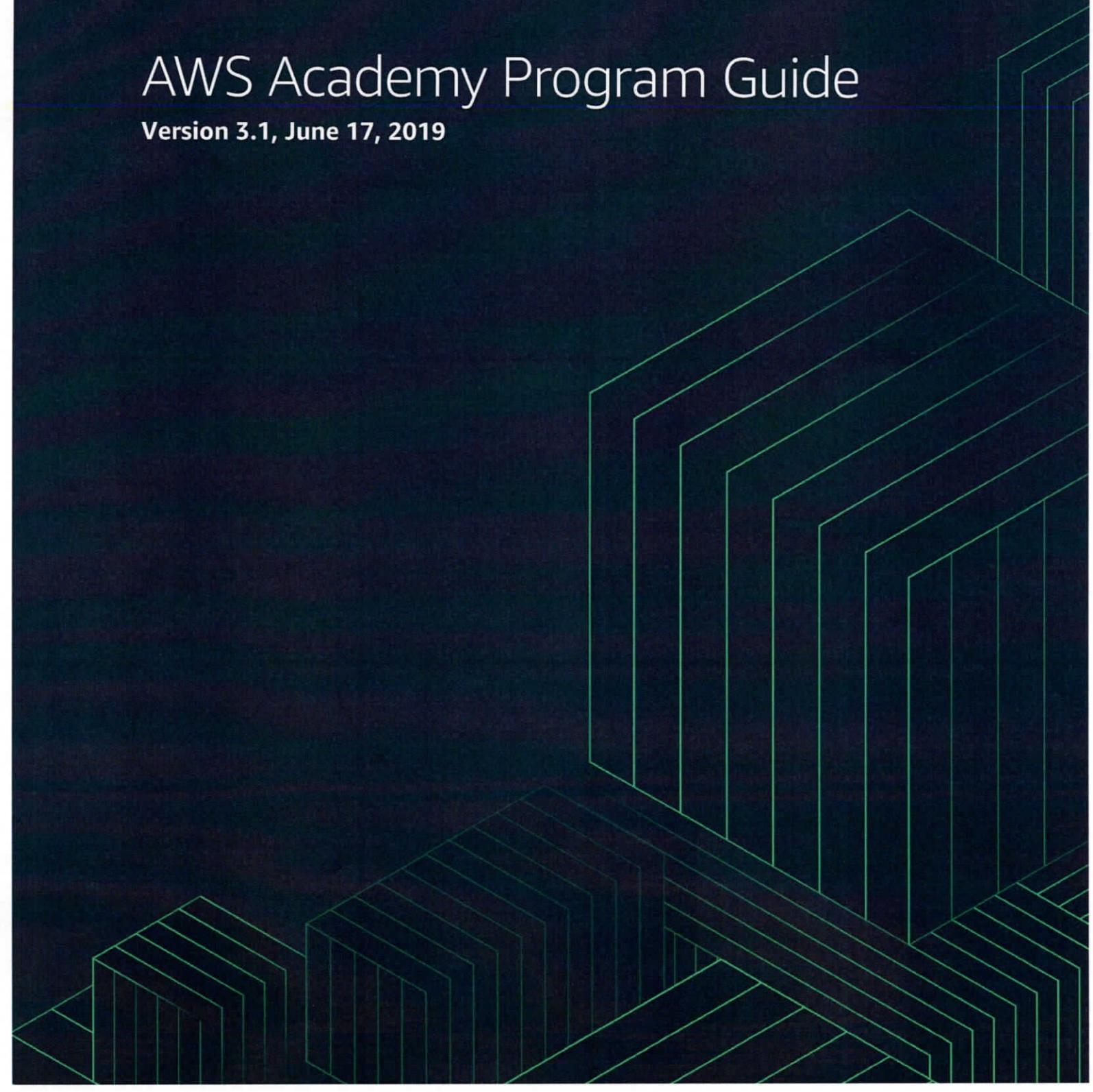
If you should accept the T's & C's without edit, kindly send me a confirming email. I look forward to Dillard University's membership in the Academy Program!

Warm regards,



# AWS Academy Program Guide

**Version 3.1, June 17, 2019**



# Welcome

## Introduction

*AWS Academy is a global program that provides educational institutions and educational non-profits (collectively, "institutions") with access to an AWS-developed and authorized curriculum so they can more easily offer cloud computing courses to their students. By participating in AWS Academy, institutions can help students become proficient and certified on the use of Amazon Web Services (AWS) technology.*

*Application to AWS Academy is open to institutions that are accredited or have received official validation from a government or established educational authority as determined by AWS. To be considered for membership in AWS Academy, your institution must also meet the requirements of the program and be approved by AWS.*

*This Program Guide provides an overview of AWS Academy, including curriculum, program benefits, requirements, and information about how to participate. Besides the Program Guide, please read the AWS Academy Terms & Conditions, which govern your participation in the program.*

# AWS Academy Curriculum

*AWS Academy courses are developed and maintained by AWS. Each learning path within the AWS Academy curriculum addresses different subject areas. AWS Academy courses are packaged in a modular format that may be delivered to students as synchronous or asynchronous learning in either an educator-led or virtual classroom environment.*

*Each learning path is designed to prepare students for an AWS certification. Students are provided with access to free certification practice exams and discounted certification exams that are aligned to the course. AWS Academy courses must be delivered by accredited educators who have completed the AWS educator accreditation requirements for each course they teach.*

## Requirements for Delivery

*Institutions and AWS Academy accredited educators must:*

- *Comply with the AWS Academy Terms & Conditions and all requirements described in the AWS Academy Program Guide;*
- *Be approved by AWS for each AWS Academy authorized course they intend to deliver to students;*
- *Deliver AWS Academy authorized courses only to students enrolled at the institution;*
- *Deliver AWS Academy authorized courses in its entirety (for time or other considerations, a course may be truncated into segments, as long as all segments are delivered);*
- *Deliver AWS Academy authorized courses over a minimum period of weeks specified in the course outline;*
- *Keep AWS authorized courses updated with most recent version of the provided courseware;*
- *Deliver AWS Academy courses to students as synchronous (i.e. real time) or asynchronous learning in either an educator-led or virtual classroom environment;*
- *Meet the following requirements when delivering AWS Academy courses asynchronously:*
  - *Institutions are permitted to integrate the AWS Academy courseware into their Learning Management System (LMS). All guidelines for content usage as defined in the Ts&Cs must be strictly adhered to.*
  - *Students need to register for an AWS Training and Certification account and educators will be provided with a link to the course. All procedures for class creation as used for on-the-ground (synchronous) classes need to be followed.*

# AWS Academy Membership

As an AWS Academy member, your institution has access to AWS Academy authorized courses that can be delivered to students by AWS Academy accredited educators.

## Benefits for Member Institutions

AWS Academy members receive a number of benefits that are solely for use by institutions, educators and students participating in AWS Academy, including:

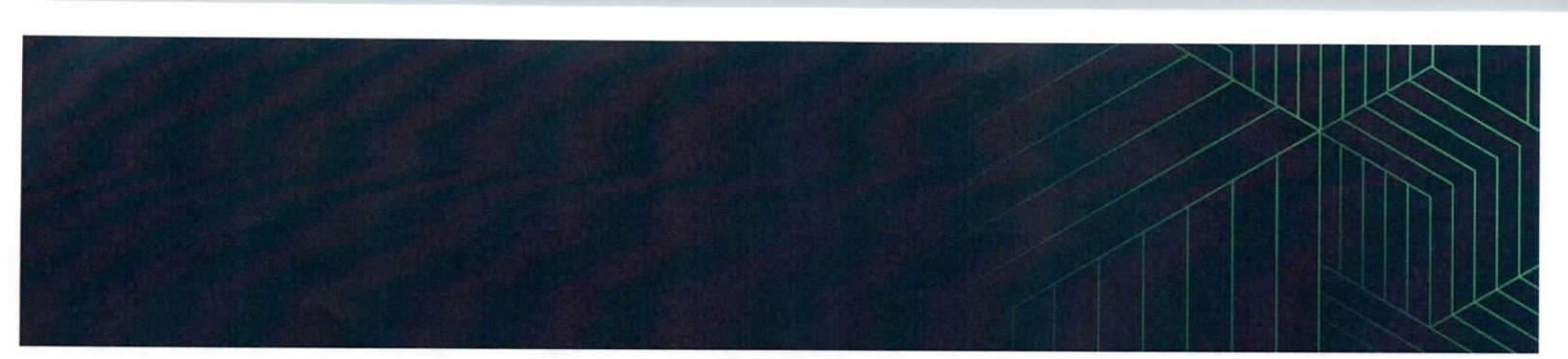
- Access to complete AWS-developed and authorized courses;
- Course updates that reflect new AWS releases and best practices;
- Listing in the AWS Academy directory of participating institutions on the AWS Academy website upon acceptance;
- Access to AWS Academy logos and branding and must be in adherence with the PR guidelines;
- Access to free practice exams and discounted certification exams for AWS Academy accredited educators and AWS Academy students within their institution;
- Invitation to AWS Academy events, such as AWS Academy conferences and webinars. Your regional AWS Academy Program Manager will notify you when opportunities to participate are available.

## Requirements for Institutions

To participate in AWS Academy, institutions must:

- Agree to the AWS Academy Terms & Conditions and all requirements described in the AWS Academy Program Guide;
- Use AWS Academy logos and branding as per the below Marketing Guidelines;
- Administer and deliver AWS Academy authorized courses only from AWS-approved countries (Please review the AWS Academy website for list of approved countries).
- Appoint an institutional Central Point of Contact (CPOC) responsible for overseeing all AWS Academy program requirements and activities within the educational institution and the institution's communications with AWS. This includes ensuring that educators are updated with relevant program updates that AWS provides to the CPOC;
- Receive written AWS approval for each AWS Academy authorized course you intend to deliver;
- Have one AWS-accredited educator for each AWS Academy course that you deliver;
- Agree not to provide third-party organizations with access to AWS Academy courses or other program components. For example, you may not use program benefits to provide fee-for-service training to any individual, institution, or entity not currently enrolled in AWS Academy classes at your institution as a bona fide student;
- Ensure at least 75% of students in each class complete a course evaluation. The evaluation, provided by AWS through a survey software platform, will help assess student satisfaction with AWS Academy content and delivery.

Ensure that students who access AWS Academy content create an AWS Training & Certification account, as set forth in the Student Guide. AWS will review each member institution annually to determine whether it continues to meet program compliance requirements. AWS reserves the right to terminate the



*membership of AWS Academy institutions that do not meet the requirements set forth in the AWS Academy Terms & Conditions and Program Guide.*

*Upon termination of an institution's participation in AWS Academy as set forth in the AWS Academy Terms & Conditions, the institution must cease all activity related to participation in AWS Academy, including:*

- *Identifying the institution as a participant in AWS Academy;*
- *Removing the AWS Academy logo from all the institution's websites and marketing materials;*
- *Discontinuing all uses of AWS Academy program benefits.*

### *How Institutions Can Apply*

*Membership in AWS Academy is open to all AWS-approved institutions. More information about how to apply is available at [aws.amazon.com/training/awsacademy](https://aws.amazon.com/training/awsacademy).*

# AWS Academy Educators

To deliver AWS Academy authorized courses, you must become an AWS Academy accredited educator and possess advanced AWS technical knowledge.

## Benefits for Educators

AWS Academy accredited educators receive the following program benefits:

- Access to complete AWS-developed and authorized courses;
- Course updates that reflect new AWS releases and best practices;
- Complimentary seats in AWS-delivered courses relevant to AWS Academy authorized courses they are preparing to teach;
- Access to the AWS Academy Accredited Educator logo;
- Access to free certification practice exams and discounted certification exams;
- Invitation to AWS Academy conferences, webinars, and other events;
- Technical support.

## Requirements for Educators

AWS Academy educators must:

- Comply with the AWS Academy Terms & Conditions and all requirements described in the AWS Academy Program Guide;
- Use AWS Academy logos and branding as per the below Marketing Guidelines;
- Be nominated by an approved AWS Academy member institution to become an AWS Academy accredited educator for the institution;
- Deliver AWS Academy authorized courses only from AWS-approved institution's and country locations;
- Deliver only the AWS Academy authorized courses that AWS has approved and accredited;
- Deliver a minimum of one complete AWS Academy authorized course each academic year;
- Stay current on AWS services and the AWS Academy authorized courses that an educator is accredited to deliver;
- For AWS Academy authorized courses where the AWS Academy educator accreditation process requires AWS Certification, AWS Academy accredited educators must meet recertification requirements as described at <https://aws.amazon.com/certification/recertification>;
- Provide a current AWS Academy member institution email address to accept all AWS Academy-related communications from AWS;
- Consistently deliver a high-quality learning experience for AWS Academy students;
- Ensure that at least 75% of students in each class complete an AWS Academy course evaluation form.

AWS maintains the right to terminate educators that fail to comply with program requirements.

# AWS Academy Educators

## *How to Apply to Become an AWS Academy Accredited Educator*

*To become an AWS Academy Accredited Educator, you must be nominated by an institution accepted to AWS Academy. All nominations are reviewed by AWS to determine whether AWS Academy Accredited Educator candidates meet program requirements.*

*Program Educator Candidates who successfully complete the educator accreditation requirements for an AWS Academy course become accredited to teach the course at sponsoring member institutions. AWS will confirm approval of your status as an AWS Academy Accredited Educator in writing to both you and the AWS Academy CPOC at the sponsoring member institution.*

*If you do not successfully complete the above steps, AWS will provide you with feedback on any areas that need correction or improvement, as well as any steps that may be taken to continue the approval process.*

# AWS Academy Marketing Guidelines

## Logos

AWS Academy logos and branding, i.e., "AWS Marks," may be used per the AWS Trademark Guidelines at <https://aws.amazon.com/trademark-guidelines/>. Logos can be accessed by participating institutions and accredited educators at <https://www.awsacademy.com/AcademyDocs>.

### Program logo

The AWS Academy logo may be used in digital or print media:

- To promote the program and associated courses
- To promote an institution's or educator's participation in the program.



### Accredited Educator logo

This logo is for use by AWS Academy Accredited Educator and can be accessed at <https://www.awsacademy.com/AcademyDocs>. The AWS Academy Accredited Educator logo can be used:

- In a digital or print educator profile (e.g., faculty bio; LinkedIn);
- In conjunction with promotion of the program and associated course(s) being taught by the educator.



## Program Name and Titles

Use the approved names and titles below in all marketing and promotions.

Item	Approved	Do not use
Program Name	AWS Academy	Academy
Accredited Educator	AWS Academy Accredited Educator	AWS Accredited Educator AWS Accredited Instructor AWS Academy Educator AWS Academy Instructor AWS Authorized Educator AWS Authorized Instructor
Courses	AWS Academy Cloud Architecting AWS Academy Cloud Foundations AWS Academy Cloud Developing AWS Academy Cloud Operations	AWS Cloud Computing Architecting AWS Cloud Architecture AWS Cloud Foundations AWS Cloud Developing AWS Cloud Operations ...or any variation thereof

# AWS Academy Marketing Guidelines

## *Involvement in AWS Academy*

We are grateful for your institution's participation in AWS Academy. Following is some information about AWS Academy that may be shared with students.

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### **About AWS Academy**

AWS Academy provides participating educational institutions worldwide with authorized AWS course and learning resources, so institutions and educators can more easily offer cloud computing courses and students can become proficient and optionally certified on AWS technology.

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### **About the curriculum**

The AWS Academy curriculum is designed to help students develop technical expertise in cloud computing and help prepare them for AWS Certification exams.

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### **About AWS Certification**

Upon successful completion of an AWS Academy course, students get access to vouchers for a free practice exam and discounted exam voucher for AWS Certification exams.

AWS Certifications recognize individuals with the technical skills and expertise to design, deploy, and operate applications and operations on AWS. For more information about AWS Certification, visit <https://aws.amazon.com/certification/>.

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Please contact your AWS Academy Technical Program Manager for any questions on the above.

*For further questions about the  
AWS Academy program, contact  
your Technical Program Manager.*

