

# **Authorized University Provider (AUP)®**

**Application**

## Authorized University Provider (AUP)<sup>®</sup>

1- Complete the form by typing in the appropriate information. Applications filled in handwriting will be rejected.

2- Please make sure to sign where required.

### Company Information

Organization Name:

Organization Category: ☐ Training Provider ☐ Consultancy Firm ☐ Educational Institute ☐ University

Training Delivery Style: ☐ Classroom ☐ Webinar ☐ Online ☐ OnDemand

Country:

City:

Website:

Phone Number:

Email:

LinkedIn Company Profile:

Organization Description:

Country(ies) of Operation:

## Authorized University Provider (AUP)<sup>®</sup>

### Employee Information

#### CEO / GM / President

First Name:	<input type="text"/>	Last Name:	<input type="text"/>
Nationality:	<input type="text"/>	Mobile:	<input type="text"/>
Email:	<input type="text"/>		
LinkedIn Profile:	<input type="text"/>		

#### Marketing Manager

First Name:	<input type="text"/>	Last Name:	<input type="text"/>
Nationality:	<input type="text"/>	Mobile:	<input type="text"/>
Email:	<input type="text"/>		
LinkedIn Profile:	<input type="text"/>		

#### Sales Manager

First Name:	<input type="text"/>	Last Name:	<input type="text"/>
Nationality:	<input type="text"/>	Mobile:	<input type="text"/>
Email:	<input type="text"/>		
LinkedIn Profile:	<input type="text"/>		

## Authorized University Provider (AUP)<sup>®</sup>

### Employee Information

#### Training Manager

First Name:	<input type="text"/>	Last Name:	<input type="text"/>
Nationality:	<input type="text"/>	Mobile:	<input type="text"/>
Email:	<input type="text"/>		
LinkedIn Profile:	<input type="text"/>		

#### Administration Manager

First Name:	<input type="text"/>	Last Name:	<input type="text"/>
Nationality:	<input type="text"/>	Mobile:	<input type="text"/>
Email:	<input type="text"/>		
LinkedIn Profile:	<input type="text"/>		

### Contact Information

#### First Contact Person

First Name:	<input type="text"/>	Last Name:	<input type="text"/>
Nationality:	<input type="text"/>	Job Title:	<input type="text"/>
Mobile:	<input type="text"/>	Email:	<input type="text"/>
LinkedIn Profile:	<input type="text"/>		

## Authorized University Provider (AUP)<sup>®</sup>

### Contact Information

#### Second Contact Person

First Name:	<input type="text"/>	Last Name:	<input type="text"/>
Nationality:	<input type="text"/>	Job Title:	<input type="text"/>
Mobile:	<input type="text"/>	Email:	<input type="text"/>
LinkedIn Profile:	<input type="text"/>		

### Attachments

#### Please attach the following documents:

- 1- Company Formation Papers / Certificate of Good Standing / Trade License.
- 2- Company Logo in PNG.
- 3- Company Profile.
- 4- Passport Copy of the Contact Persons.

I hereby certify that the information given above is true and correct to the best of my knowledge and that I am authorized by the applicant organization to apply on its behalf. I furthermore certify that the applicant organization agrees to abide in full by the Terms and Conditions stated in this Agreement.

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

Signature: \_\_\_\_\_

**PLEASE COMPLETE THE FORM, SIGN IT AND SEND IT TO [AUP@GINI.ORG](mailto:AUP@GINI.ORG).**

## Authorized University Provider (AUP)<sup>®</sup>

### Terms and Conditions

#### 1. Definitions

a. The term “Effective Date” shall mean the date first set forth above, which, upon execution of this Agreement by both Parties, shall be the effective date of this Agreement.

b. The terms “includes” and “including,” except where followed directly by the word “only,” shall mean “includes, but is not limited to” and “including, but not limited to,” respectively; it being the intention of the Parties that any listing following thereafter is illustrative and not exclusive or exhaustive.

c. The term “product” shall refer to a specific type of training or certification provided by Global Innovation Institute.

d. The term “Specific Training Program(s)” shall mean and refer to the classroom training programs which Global Innovation Institute (GInI) will provide to the Authorized University Provider (AUP)<sup>®</sup>, with corresponding Training Materials.

e. The term “Training Materials” shall mean all materials included as part of the Specific Training Program(s) of Global Innovation Institute (GInI) that are provided to the Authorized University Provider (AUP)<sup>®</sup> pursuant to this Agreement. It includes written, recorded, or digital content in any media (paper, transparencies, computer files on disk, portable media such as CD/DVD and USB Drives, online on an intranet or Internet, or any other media) and includes all materials including podcasts, instructional videos, mobile apps, tests, posts, or attachments in forums, or any other content or media that may be developed by Global Innovation Institute (GInI) in the future.

f. The term “Student Registration Materials” shall refer to the specific Training Materials intended for the students enrolled in the Authorized University Provider’s GInI courses. In cases where the Student Registration Materials are hardcopy, the Authorized University Provider (AUP)<sup>®</sup> is responsible for having these printed and distributed to each of their students. In cases where the Student Registration Materials are softcopy (electronic), the Authorized University Provider is responsible for replicating these on appropriate digital media (such as a USB thumb drive) and distributing to each of their students.

g. The term “Trainer” shall refer to any valid GInI certificate holder who delivers the GInI Specific Training Program under the auspices of the Authorized University Provider (AUP)<sup>®</sup>.

h. The term “Student” shall refer to those who are bona-fide students of the Authorized University Provider (AUP)<sup>®</sup> and register as a student for one or more of the Specific Training Program(s) offered by Global Innovation Institute (GInI) through the Authorized University Provider and delivered by a valid Trainer.

i. The terms “duplicate” and “reproduce” shall include any form of copying, in whole or in part, using machine, digitization, scanning, handwriting, photographing, or any other means of manual or machine-based physical, electronic, or digital (reproduction using physical media (such as paper) or any electronic means (such as, but not limited to, optical or magnetic disks).

j. The term “Online Programs” shall mean Global Innovation Institute (GInI) online courses supplied by Global Innovation Institute (GInI) as part of the Specific Training Program(s) for use by Students trained under the registration of the Authorized University Provider.

## Authorized University Provider (AUP)<sup>®</sup>

### 2. License

#### a. Training Materials

i. Training Materials are licensed by Global Innovation Institute (GInI) directly to Authorized University Providers. Each AUP<sup>®</sup> is to secure their own licensed copy of the Training Materials. AUPs<sup>®</sup> are not to share Training Materials commonly between them.

ii. Under no circumstances shall Training Materials, or any portions thereof, be duplicated, reproduced, or otherwise furnished to anyone. The Student Registration Materials for Students of the Authorized University Provider (AUP)<sup>®</sup> shall include an agreement by the Student that he/she will not copy or duplicate or allow third parties access to Training Materials as provided by Global Innovation Institute (GInI) directly or through its websites.

iii. Training Materials, including any associated intellectual property rights, are and shall always remain the sole property of Global Innovation Holding, regardless of whether the Authorized University Provider, its employees, or contractors have contributed to the conception or development of such work, or paid Global Innovation Institute (GInI) for the use thereof. The Authorized University Provider (AUP)<sup>®</sup> shall neither acquire nor assert copyright or trademark ownership, or any other proprietary rights regarding Training Materials, or any derivation, adaption, or variation thereof.

#### b. Authorized University Provider (AUP)<sup>®</sup>

The Authorized Training (AUP)<sup>®</sup> hereby acknowledges that the confidential information, copyrightable works, and the separate and compiled ideas, concepts, know-how, and methods embodied in Training Materials or communicated in any form by Global Innovation Institute (GInI) representatives have been produced by significant investment by Global Innovation Institute (GInI), and that without the covenants respecting the same (contained in this Agreement), Global Innovation Institute (GInI) would not enter into this Agreement.

#### c. Training Methodology and Trainer Kits

To ensure the Authorized University Provider (AUP)<sup>®</sup> offers the appropriate level of training to its Students, Trainers shall only use Training Materials provided by Global Innovation Institute. Training Materials may be modified or supplemented by the Authorized University Provider (AUP)<sup>®</sup> or the Trainer.

#### d. Authorized University Provider (AUP)<sup>®</sup>

i. The Authorized University Provider (AUP)<sup>®</sup> can provide any product offered by Global Innovation Institute (GInI), under the condition that it provides by the minimum requirements for delivering the course. These include but are not limited to: a website to announce classes and provide customer support to its Students; qualified Trainers; and the facility or infrastructure to conduct the training.

ii. The Authorized University Provider is expected to strongly encourage all Students completing a Specific Training Program of Global Innovation Institute (GInI) (where associated with a certification) to prepare for and take the accompanying certification exam so as to receive the intended certification.

iii. Global Innovation Institute (GInI) maintains the right to review all Student feedback to ensure that Global Innovation Institute (GInI) courses for which the Authorized University Provider (AUP)<sup>®</sup> is approved are being properly conducted in accordance with Global Innovation Institute (GInI) quality standards. Global Innovation Institute (GInI) reserves the right to recommend additional training (or train-the-trainer sessions if required) and changes to the Authorized Training Provider's Trainers if Global Innovation Institute (GInI) determines that the training does not meet its standards.

## **Authorized University Provider (AUP)<sup>®</sup>**

### **e. Student Data**

- i. Any data relating to Students of the (AUP)<sup>®</sup> shall remain on file with the Authorized University Provider (AUP)<sup>®</sup>, whether or not it is supplied to Global Innovation Institute (GInI). Authorized University Provider(AUP)<sup>®</sup> can use the Student data of its Students as it deems fit as per legal requirements in the country where it operates.
- ii. Global Innovation Institute (GInI) reserves the right to use Student data collected by the Authorized University Provider (AUP)<sup>®</sup> to provide technical support, or in ways that it believes could add value to all its programs. Any data relating to Students of the (AUP)<sup>®</sup> shall remain on file with the Authorized University Provider (AUP)<sup>®</sup>, whether or not it is supplied to Global Innovation Institute (GInI). The Authorized University Provider (AUP)<sup>®</sup> can use the Student data of its Students as it deems fit as per legal requirements in the country where it operates students.

## **3. License Fees And Payment Terms**

### **a. Exam Fees**

Global Innovation Institute (GInI) will invoice the Authorized University Provider (AUP)<sup>®</sup> for each new enrollment for Exams and Accreditations. Detailed information on the student fees for each of Authorized University Provider's (AUP's)<sup>®</sup> Specific Training Program(s) will be maintained on the AUP<sup>®</sup> Online Portal provided by Global Innovation Institute (GInI).

### **b. Payments**

Payments may be credited to a pre-paid account with Global Innovation Institute (GInI). Under such terms, Global Innovation Institute (GInI) will debit the pre-paid account depending on the number of Students being given access by the Authorized University Provider (AUP)<sup>®</sup> for the courses.

### **c. Fixed Price Duration**

Global Innovation Institute (GInI) reserves the right to increase or decrease the fees stated in any agreement. Such fee changes will be made available on Global Innovation Institute (GInI) website. There are no explicit duration periods established for the amount of any GInI fee.

### **d. Taxes**

The Authorized University Provider (AUP)<sup>®</sup> shall be solely responsible for all sales, use, withholding, or other tax imposed on a gross basis, income tax, property tax, or other taxes applicable to the license granted pursuant to this Agreement.

### **e. Suspension of Service**

Global Innovation Institute (GInI) reserves the right to suspend services and license under this Agreement if payments are not received on time, or if payments received from the Authorized University Provider (AUP)<sup>®</sup> are not realized or subject to payment disputes. Global Innovation Institute (GInI) will also make efforts to recover any due payments from the Authorized University Provider (AUP)<sup>®</sup> in the event of defaults, bankruptcy, or other extraordinary situations.



## Authorized University Provider (AUP)<sup>®</sup>

### 4. Training Material Delivery

#### a. Delivery of Physical Courseware

A supply of Global Innovation Institute's (GInI's) Applied Innovation Master Book will be provided to the Authorized University Provider (AUP)<sup>®</sup> after corresponding payments are received.

#### b. Product

Global Innovation Institute (GInI) reserves the right to add or remove products available through its platform. The AUP<sup>®</sup> will have the flexibility to provide trainings for any product offered by Global Innovation Institute (GInI) if it satisfies the conditions set forth in Section 2.

### 5. Support Process

#### a. Customer Support

The Authorized University Provider (AUP)<sup>®</sup> shall be responsible for the management and customer support of its own Students. This includes, but is not limited to, issues such as providing access to Students, answering standard Student queries, and providing Students with the GInI Applied Innovation Master Book<sup>®</sup>. Global Innovation Institute (GInI) will provide an interface to the Authorized University Provider (AUP)<sup>®</sup> to enable them to manage their own customer support.

#### b. Relationship Management

Global Innovation Institute (GInI) will assign a Relationship Management Team that shall act as the central point of contact for the Authorized University Provider (AUP)<sup>®</sup>. This team is responsible for handling any needs the AUP<sup>®</sup> may have, or issues the AUP<sup>®</sup> may encounter.

#### c. Updates to Training Materials

Global Innovation Institute (GInI) may, at its sole discretion, issue updates to Training Materials (workbooks, study guides, handouts) for (i) corrections, or (ii) enhancements/improvements to content, at such frequency that it determines as appropriate. Any changes or updates to the study materials will be made available to the Authorized University Provider (AUP)<sup>®</sup> and Trainer Kit holders at no additional charge. Any requests for modifications, including corrections, to Training Materials will be reviewed and considered for future inclusion in version updates. However, Global Innovation Institute (GInI) will ultimately determine and control the content and release schedule for any changes to its Training Materials.

#### d. Website Availability

Global Innovation Institute (GInI) provides access to its website and online materials on a best-effort basis. The Authorized University Provider (AUP)<sup>®</sup> acknowledges that Global Innovation Institute (GInI) may host its applications using its own infrastructure, infrastructure provided by third-party hosting provider(s), and Software-as-a-Service cloud services. Global Innovation Institute (GInI) has adequate contracts and SLAs that guarantee high availability and uptime; but given the heterogeneous nature of the Internet and the uncertainties involved, Global Innovation Institute (GInI) does not guarantee any minimum levels of website availability or uptime. Global Innovation Institute (GInI) will, however, work with its Providers to do whatever is reasonably required to ensure that disruptions and interruptions, if any, are kept to a minimum.

## Authorized University Provider (AUP)<sup>®</sup>

### 6. Term And Termination

#### a. Termination by Either Party

This Agreement shall remain in effect until either Party chooses to provide sixty (60) days advance notice in writing of termination. Such termination shall not relieve the Authorized University Provider (AUP)<sup>®</sup> of the obligation to pay any and all fees outstanding under this Agreement. Either Party may terminate this Agreement immediately if the other Party ceases to do business or for any reason becomes insolvent; makes an assignment for the benefit of its creditors; files a petition in bankruptcy or is adjudicated bankrupt; has a petition in bankruptcy filed against it; or is Party to any other proceeding concerning insolvency, dissolution, cessation of operations, reorganization of indebtedness, or the like, and such proceeding is not terminated within sixty (60) days. Further, Global Innovation Institute (GInI) may elect to immediately terminate this Agreement if the Authorized University Provider (AUP)<sup>®</sup> fails to accept an amendment to the Agreement posted online by Global Innovation Institute (GInI) within ten (10) days of receipt of notification of such Amendment by Global Innovation Institute (GInI).

#### b. Authorized University Provider's Obligations at Time of Termination

The Authorized University Provider (AUP)<sup>®</sup> shall not be relieved or released by the termination of the Agreement from any of its obligations existing prior to the date of such termination or expiration, including, but not limited to, the payment of all fees or payments due, including, but not limited to, the obligations set forth under Sections 2, 7, 8, 9, and 10. Upon termination of the Agreement, the Authorized University Provider (AUP)<sup>®</sup> shall return to Global Innovation Institute (GInI) all physical Training Materials (as defined under Section 1.b). The Authorized University Provider (AUP)<sup>®</sup> shall destroy all copies, summaries, analyses, compilations, studies, reports, and other materials that were prepared by it or on its behalf, which contain or reflect the Training Materials or Online Programs. After termination of the Agreement, the Authorized University Provider (AUP)<sup>®</sup> shall make no further use of any GInI materials, including, but not limited to the Training Materials and Online Programs provided by Global Innovation Institute (GInI), regardless of the reasons for or circumstances surrounding the expiration or termination.

### 7. Confidentiality

a. The Authorized University Provider (AUP)<sup>®</sup> acknowledges that its Trainers and employees will have access to and become acquainted with course pricing, curriculum, study materials, methodologies, models, practices, procedures, and trade secrets owned by or used by Global Innovation Holding. The Authorized University Provider (AUP)<sup>®</sup> agrees not to disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as stated in this agreement. All Trainers and employees of the Authorized University Provider (AUP)<sup>®</sup> who have access to the foregoing information will also agree not to reveal or disclose such information to third parties at any time. Upon termination of any Trainers from the employment of the Authorized University Provider (AUP)<sup>®</sup>, Global Innovation Institute (GInI) should be notified.

## Authorized University Provider (AUP)<sup>®</sup>

### 8. Warranties

- a. The Authorized University Provider (AUP)<sup>®</sup> warrants the following: All Authorized University Provider's (AUP)<sup>®</sup> Trainers conducting Specific Training Program(s) in-house will (i) be appropriately certified by in the respective GInI certification (ii) reflect Global Innovation Institute (GInI) course in a positive manner by maintaining high quality training standards and professionalism.
- b. The Authorized University Provider (AUP)<sup>®</sup> agrees that all Students for its Specific Training Program(s) will be properly enrolled in Global Innovation Institute (GInI) platform using the AUP<sup>®</sup> Portal or that they register as a professional in order to enroll for the corresponding certification exam.
- c. Global Innovation Institute (GInI) licensed materials will only be used under the terms stated in this Agreement and will not be resold or shared with third parties.
- d. Only Authorized University Provider's (AUP's)<sup>®</sup> Students will be trained in this Authorized University Provider (AUP)<sup>®</sup> program.
- e. The Authorized University Provider (AUP)<sup>®</sup> shall take the necessary steps to ensure that Students do not copy, duplicate, or otherwise reproduce Global Innovation Institute (GInI) courses or written materials for any reason including, but not limited to, exam preparation purposes.
- f. The Authorized University Provider (AUP)<sup>®</sup> warrants that it will ensure all its students accessing Global Innovation Institute (GInI) website and online materials understand, acknowledge, agree to, and comply with terms of usage, privacy, and) confidentiality associated with such use. Authorized University Provider(AUP)<sup>®</sup> further warrants that its students and employees accessing Global Innovation Institute (GInI) website and online materials understand the various risks associated with Internet usage including, but not limited to, those relating to viruses, and will take reasonable efforts to protect themselves from Internet threats.
- g. The Authorized University Provider (AUP)<sup>®</sup> warrants that it will have sufficient policies, procedures, and safeguards (including agreements) in place to ensure its students, employees, and contractors will comply with all terms of this Agreement, including those relating to restricted use of Training Materials, unauthorized duplication, or copying, and IP rights. All services that are not expressly paid for by the Authorized University Provider (AUP)<sup>®</sup> are provided at the sole discretion of Global Innovation Institute (GInI) and can be withdrawn at any time without giving any notice (under warranties).
- h. Notwithstanding anything contained in this Agreement, the Authorized University Provider (AUP)<sup>®</sup> acknowledges and agrees that it will not hold Global Innovation Institute (GInI) responsible for any consequence of access to Global Innovation Institute (GInI) website, electronic content, or online content, in the case of any damage suffered by it, regardless of the cause of such damage.

## **Authorized University Provider (AUP)<sup>®</sup>**

### **9. Indemnification**

#### **a. Indemnification by Global Innovation Institute (GInI)**

If any alleged infringement of a patent, copyright, trademark, or misappropriation of a trade secret is asserted by a third party against the Authorized University Provider (AUP)<sup>®</sup> based upon its use of the Training Materials or Online Programs, Global Innovation Institute (GInI) will indemnify the Authorized University Provider (AUP)<sup>®</sup> against any amounts finally awarded by a court or in a settlement to such party and reasonable attorneys' fees in connections therewith, provided that Global Innovation Institute (GInI) shall have received from the Authorized University Provider (AUP)<sup>®</sup> notice of said claim within thirty (30) days of the assertion thereof; further provided that Global Innovation Institute (GInI) shall have the exclusive right, if it so chooses, to control and direct the investigation, defense, or settlement of such claims; and further provided that Global Innovation Institute (GInI) shall receive the complete cooperation and assistance of the Authorized University Provider (AUP)<sup>®</sup>. Copyright for some Training Materials may belong to third parties with whom Global Innovation Institute (GInI) has contracted to provide such materials. In such circumstances, Global Innovation Institute (GInI) will seek to have the third party indemnify both Global Innovation Institute (GInI) and the Authorized University Provider (AUP)<sup>®</sup>.

#### **b. Correction and Remedies**

In the event that any Training Materials or Online Programs are or in the reasonable judgment of Global Innovation Institute (GInI) are likely to become the subject of any legal action based upon a claim of infringement, Global Innovation Institute may demand that the Authorized University Provider (AUP)<sup>®</sup> cease to use such until and unless there is a final judgment or other final resolution establishing Global Innovation Institute right to continue using the same. In the event that the Authorized University Provider (AUP)<sup>®</sup> ceases to use the Training Materials or Online Programs as a result of any legal action or threatened legal action upon Global Innovation Institute demand (a "Cessation"), Global Innovation Institute shall (i) modify the Training Materials or Online Programs, or (ii) procure the right for the Authorized University Provider (AUP)<sup>®</sup> to use the Training Materials or Online Programs, or (iii) provide the Authorized University Provider with equivalent Training Materials or Online Programs to use in place of the redacted materials / programs.

#### **c. Incidental Damages**

Global Innovation Institute (GInI) will not be liable for any special, direct, indirect, incidental, punitive, consequential, or other damages, including loss of profits or business, data, third-party suits or claims, or any other damages whatsoever arising out of, directly or indirectly, the use of Global Innovation Institute (GInI) Training Materials or Online Programs and any study materials related thereto, or the unavailability or performance of Global Innovation Institute (GInI) website or online content of the websites of Global Innovation Institute (GInI) regardless of the form of action, whether in contract, tort, or otherwise.

#### **d. Maximum Liability**

The maximum liability under this Agreement, in sum total of all breaches, will not exceed the sum total of amounts actually paid by the Authorized University Provider (AUP)<sup>®</sup> to Global Innovation Institute (GInI) and excluding reasonable expenses for, example, the cost of study materials, gifts, and so forth), in and pertaining to the calendar year in which such liability occurs.

## Authorized University Provider (AUP)<sup>®</sup>

### e. Indemnification by the Authorized University Provider

Global Innovation Institute (GInI) shall not be liable for, and the Authorized University Provider (AUP<sup>®</sup>), at its sole expense, will defend, indemnify, and hold Global Innovation Institute (GInI) harmless from and with respect to, any loss or damage (including reasonable attorneys' fees and costs) incurred in connection with any claim, suit, or proceeding brought by a third party against Global Innovation Institute (GInI) insofar as such claim, suit, or proceeding is based upon the following.

- i. With respect to the use of the Training Materials or Trademarks not strictly in accordance with this Agreement.
- ii. Any claim that arises from the failure of the Authorized University Provider (AUP)<sup>®</sup> to adhere to warranties herein or non-performance of the Authorized University Provider's (AUP's)<sup>®</sup> obligations under this Agreement.
- iii. Any claim with respect to the Training Materials, or components thereof that are modified by the Authorized University Provider (AUP)<sup>®</sup>, or on its behalf, after shipment by Global Innovation Institute (GInI) to the extent the claim or proceeding results from such modification, or combined with other products, processes, or materials.
- iv. Any claim where the complained-of activity continues after the Authorized University Provider (AUP)<sup>®</sup> is notified thereof or informed of modifications that would have avoided the alleged claim, provided Global Innovation Institute (GInI) gives the Authorized University Provider (AUP)<sup>®</sup> prompt written notice of any such claim and provides the Authorized University Provider (AUP)<sup>®</sup> such reasonable cooperation and assistance as the Authorized University Provider (AUP)<sup>®</sup> may request from time to time in the defense thereof.

## 10. Miscellaneous

### a. Entire Agreement

This Agreement (including all the Schedules hereto) constitutes the entire understanding and agreement between the Parties hereto and supersedes any and all prior or contemporaneous representations, understandings, and agreements between the Authorized University Provider (AUP)<sup>®</sup> and Global Innovation Institute (GInI) with respect to the subject matter hereof.

### b. Construction

The headings and numbers of sections, paragraphs, and subparagraphs in this entire Agreement are used for convenience of reference and as such do not form substantive part of this Agreement. Throughout the Agreement, the term "he" or other forms of masculine gender shall be taken to include jointly or severally, as may be relevant to the context, the masculine, feminine, and neutral genders. Words in singular shall be taken to include, as may be relevant to the context, the plural forms of the word.

### c. Amendments

All amendments or modifications of this Agreement shall be binding upon the Parties so long as the same shall be in writing (including acceptance online for amendments hereto) and executed by the Parties hereto in accordance with the other terms of this Agreement regarding modifications. In the event that the Authorized University Provider (AUP)<sup>®</sup> does not accept an update posted online within ten (10) days of such notification by Global Innovation Institute, the Agreement may be terminated by Global Innovation Institute (GInI) without further notice.

## **Authorized University Provider (AUP)<sup>®</sup>**

### **d. Notices**

Any and all notices, demands, or other communications required or desired to be given under this Agreement (but not communications in the ordinary course of business) by any Party shall be in writing and shall be validly given or made to another Party if sent by e-mail, so long as a copy is also sent at the same time via first class postal service to the addresses listed below the names of the Parties on the signature page of this Agreement. Any Party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

### **e. Waiver**

No waiver of any provision of this Agreement or any rights or obligations of either Party shall be effective, except pursuant to a written instrument signed by the Party or Parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

### **f. Global Innovation Institute (GInI) Right to Publicly Identify Authorized University Provider (AUP)<sup>®</sup> as User**

Global Innovation Institute (GInI) shall have the right to make reasonable reference to the Authorized University Provider (AUP)<sup>®</sup> as a user of Training Materials and Online Programs as well as an Authorized University Provider (AUP)<sup>®</sup> in communications between Global Innovation Institute (GInI) and individual customers or potential customers, advertising, and promotional materials.

### **g. Cooperation and Assistance**

The Authorized University Provider (AUP)<sup>®</sup> agrees to cooperate with Global Innovation Institute (GInI) and provide Global Innovation Institute (GInI) with reasonable access to the Authorized University Provider's (AUP's)<sup>®</sup> data or Student feedback in connection with Global Innovation Institute's (GInI's) performance of its obligations under this Agreement.

### **h. No Assignment by the Authorized University Provider (AUP)<sup>®</sup>**

The Authorized University Provider (AUP)<sup>®</sup> may not assign or transfer this Agreement or any of his/her rights, duties, or obligations hereunder; this Agreement may not be involuntarily assigned or assigned by operation of law, without the prior written consent of Global Innovation Institute, which consent may not be unreasonably withheld or delayed by Global Innovation Institute. The sale or transfer of any portion of the (AUP's)<sup>®</sup> business (including any of the training organizations to any corporation owning, owned by, or affiliated with the Authorized University Provider, or the combination of any of the Authorized University Provider (AUP's)<sup>®</sup> business with any other business (including with any corporation owning, owned by, or affiliated with Training (Provider), shall be considered an assignment for purposes of this Agreement. Any attempted assignment without such consent shall be null and void. Global Innovation Institute (GInI) shall have the unrestricted right to assign or transfer this Agreement or any interest herein (including rights and duties of performance). This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective legal successors and permitted assigns.

## **Authorized University Provider (AUP)<sup>®</sup>**

### **i. Independent Parties**

Nothing contained herein shall be deemed to create or construed as creating a joint venture, employment, or partnership between the Authorized University Provider (AUP)<sup>®</sup> and Global Innovation Institute (GInI). Neither Party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other Party. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party, or to bind such other Party in any manner. Further, it is not the intention of this Agreement or of the Parties hereto to confer a third-party beneficiary right of action upon any third party or entity whatsoever, and nothing set forth in this Agreement shall be construed so as to confer upon any third party or entity other than the Parties hereto a right of action under this Agreement or in any manner whatsoever.

### **j. Severability of Provisions**

In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable in full, and shall be so enforced according to its terms.

### **k. Force Majeure**

No Party hereto shall be deemed in default if its performance or obligations hereunder are delayed or become impossible or impractical by reason of any act of God, war, fire, labor dispute, accident, civil commotion, epidemic, act of government or government agency or officers, or any other cause beyond such Party's control.

### **l. Governing Law, Venue, and Jurisdiction**

The Agreement shall be enforced and construed in accordance with the substantive laws of the State of Michigan, excluding its conflicts of laws rules. Other than in the case of a threatened violation of Global Innovation Institute (GInI) intellectual property rights or Global Innovation Institute (GInI) rights under Section 2 above, the Parties agree to attempt to informally resolve any disputes regarding this Agreement. In the event that such informal efforts fail, the Parties agree to the exclusive jurisdiction of any Federal or State court located in the State of Delaware (U.S.A.), and each Party waives any objection thereto on the basis of personal jurisdiction or venue. **Attorneys' Fees** In the event that any litigation or other proceeding is brought by either Party arising out of or relating to this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to recover from the other Party all costs, attorneys' fees, and other expenses incurred by such prevailing Party in this litigation.

### **m. Attorneys' Fees**

In the event that any litigation or other proceeding is brought by either Party arising out of or relating to this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to recover from the other Party all costs, attorneys' fees, and other expenses incurred by such prevailing Party in this litigation.

### **n. Non-Compete**

The Authorized University Provider (AUP)<sup>®</sup> agrees that it will not start any business that directly competes with Global Innovation Institute (GInI) business and will not solicit Global Innovation Institute (GInI) existing clients for any business that competes with Global Innovation Institute (GInI) business for the duration of the Agreement and for the period of thirty six (36) months immediately following the termination of the Agreement.



## **Authorized University Provider (AUP)<sup>®</sup>**

### **o. No-Hire**

The Authorized University Provider (AUP)<sup>®</sup> will not hire Global Innovation Institute (GInI) relationship manager or Global Innovation Institute (GInI) contractor involved with providing training for Global Innovation Institute (GInI) in open classes for a period of twelve (12) months following such person/contractor ceasing his/her employment with Global Innovation Institute (GInI) or the termination of his/her contract with Global Innovation Institute (GInI).

### **p. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

### **q. Indemnification by the Authorized University Provider**

Global Innovation Institute (GInI) shall not be liable for, and the Authorized University Provider (AUP)<sup>®</sup>, at its sole expense, will defend, indemnify, and hold Global Innovation Institute (GInI) harmless from and with respect to, any loss or damage (including reasonable attorneys' fees and costs) incurred in connection with any claim, suit, or proceeding brought by a third party against Global Innovation Institute (GInI) insofar as such claim, suit, or proceeding is based upon the following.

i. Any claim with respect to the use of the Training Materials or Trademarks not strictly in accordance with this Agreement.

ii. Any claim that arises from the failure of the Authorized University Provider (AUP)<sup>®</sup> to adhere to warranties herein or non-performance of the Authorized University Provider's (AUP's)<sup>®</sup> obligations under this Agreement.

iii. Any claim with respect to the Training Materials, or components thereof that are modified by the Authorized University Provider (AUP)<sup>®</sup>, or on its behalf, after shipment by Global Innovation Institute (GInI) to the extent the claim or proceeding results from such modification, or combined with other products, processes, or materials.

iv. Any claim where the complained-of activity continues after the Authorized University Provider (AUP)<sup>®</sup> is notified thereof or informed of modifications that would have avoided the alleged claim, provided Global Innovation Institute (GInI) gives the Authorized University Provider (AUP)<sup>®</sup> prompt written notice of any such claim and provides the Authorized University Provider AUP<sup>®</sup> such reasonable cooperation and assistance as the Authorized University Provider (AUP)<sup>®</sup> may request from time to time in the defense thereof.



## Authorized University Provider (AUP)<sup>®</sup>

### 11. COPYRIGHT INFORMATION

- a. GInI<sup>®</sup>, Global Innovation Institute<sup>®</sup>, CInP<sup>®</sup>, CDTP<sup>®</sup>, CInS<sup>®</sup>, CCInO<sup>®</sup>, CInOrg<sup>®</sup>, AUP<sup>®</sup>, and AlnA<sup>®</sup> are trademarks of Global Innovation Holding, registered in the United States and other countries.
- b. The CInP<sup>®</sup>, CDTP<sup>®</sup>, CInS<sup>®</sup>, CCInO<sup>®</sup>, CInOrg<sup>®</sup> and AlnA<sup>®</sup> exam content and outlines are copyrighted by Global Innovation Holding, registered in the United States and other countries.
- c. The GInI Applied Innovation Master Book<sup>®</sup> and AlnMB<sup>®</sup> is copyrighted by Global Innovation Holding, registered in the United States and other countries.



### Copyright Notice

All text and artwork herein are the copyrighted property of GInI. Reproduction, modification, or distribution of any part of portion of the content herein requires prior written permission from GInI.

©Copyright 2024 GInI. All rights reserved.

**Tel: +1 877 276 7701 | Email: [gini@gini.org](mailto:gini@gini.org) | Web: [www.gini.org](http://www.gini.org)**