

DEFINITIONS

1. In this Agreement, the following terms shall have the meanings set out below:

“BABOK® Guide” is the copyrighted work owned by IIBA that consists of the knowledge and current practices that are generally accepted within the business analysis profession.

“Alignment” refers to an instructional course of which 75% of the substantive content is based on IIBA’s Standards and Publications.

“ECBA Materials” means Course materials and publications containing ECBA related subject matter.

“CCBA Materials” means Course materials and publications containing CCBA related subject matter.

“CBAP Materials” means Course materials and publications containing CBAP related subject matter.

“ECBA™” “CCBA®” and “CBAP®” are designations conferred by IIBA to certify that the individual holding the designation has met the appropriate standards, qualifications and testing requirements established by IIBA.

“Confidential Information” refers to the information defined in Article VI hereof.

“Course” means instruction delivered by Provider that is endorsed by IIBA pursuant to this Agreement, and includes the materials used in the course that are in hardcopy, electronic or online formats.

“Course” includes computer-based teaching modules and online courses. A Course may be up to 40 hours.

“Academic Program Member In Good Standing” is a college or university that has paid the requisite fees, is in compliance with the criteria set out in this Agreement, is in compliance with all applicable laws of the jurisdiction in which the products or services are provided, sold or distributed, and is not in breach of this Agreement.

“Academic Program” is the Program developed and administered by IIBA for organizations offering business analysis Courses, programs and Webinars that meet standards and criteria specified by IIBA. Organizations that are part of the Academic Program include colleges, universities and qualifying technical or business institutes.

“Academic Member” means an education provider that meets the standards prescribed by IIBA and is in a current agreement with IIBA. Such standards may be varied from time to time at the sole discretion of IIBA. The term Member is limited in its use and does not define any relationship in equity or relationship beyond what is defined in this agreement.

“IIBA’s Standards and Publications” means the standards and publications (including, without limitation, the BABOK® Guide) developed and owned by IIBA for the practice of business analysis as a profession.

“Limited Disclosure Confidential Information” means Confidential Information pertaining to upcoming IIBA

publications and projects that is communicated in writing to Provider in advance of public announcement or release of such information and is labelled as “Limited Disclosure Confidential Information”. “Limited Disclosure Confidential Information” is considered Confidential Information and may only be used internally by Provider for the sole purpose of Course development.

“Program” means a prescribed series or grouping of Courses.

“Webinar” means a seminar or other presentation that takes place over the Internet, allowing participants in different locations to see and hear the presenter, ask questions and sometimes answer polls.

II. COMPENSATION, GRANT, TERM AND CONDITIONS

2. Compensation. Provider will pay IIBA the applicable fees prescribed in Schedule A plus all applicable taxes, including, without limitation, harmonized sales taxes, local sales and use taxes. IIBA shall have the right at any time and from time to time during the Initial Term or any Renewal Term to change the fees prescribe in Schedule A or any applicable taxes on not less than sixty (60) days notice in writing to the Provider.

3. Grant. Upon payment to IIBA of the fees prescribed in Schedule A, and subject to the terms and conditions of this Agreement, IIBA will grant Provider the status of “Academic Program Member”. This grant is for a period of one (1) year and

shall be renewed for each successive year that this Agreement is renewed.

4. Term and Renewal. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (“Initial Term”). The term is renewable for successive one (1) year terms (each a “Renewal Term”) unless terminated or not renewed in accordance with the terms of this Agreement.

5. Restrictions. Provider is prohibited from granting or endowing any individual with any accreditation, certification or professional designation on behalf of IIBA.

6. Misleading Advertising. Provider agrees that it will not engage in any marketing practice that:

(a) violates any law of the jurisdiction in which the product or service is provided, sold or distributed;

(b) causes confusion or promises results amongst students and/or potential students;

(c) is false, misleading or deceptive; or

(d) violates the rights of others.

III. IDENTIFICATION OF Academic Program Member

7. License. Subject to the terms of this Agreement, IIBA grants each college or university a limited use, non-exclusive, non-transferable, non-assignable, and revocable license (without the right to sublicense) to identify itself as an “IIBA Academic Member” and to use the trade-



marks (collectively, the “Marks”) set out in Schedule B in the manner and for the purposes described herein. IIBA shall have the right at any time and from time to time during the Initial Term or any Renewal Term to replace Schedule B on not less than fifteen (15) days notice in writing to Provider.

8. Attribution. Provider will give public notice on documents, signage, advertisements, websites and other materials on which the Marks are affixed that the Marks are wholly owned by IIBA and are used under license granted by IIBA.

9. Use. Provider may identify itself as an Academic Program Member of IIBA and use the Marks subject to the following:

(a) The BABOK Marks may be used in association with the following wares and services of Provider to indicate that they are Aligned with the content of the BABOK Guide:

i. Printed publications, namely educational books, booklets, printed examination papers, study guides; educational Course materials namely books, booklets, brochures and examination papers; practice examination papers and practice examination test questions and answers sheets for certification examinations;

ii. Computer Programs presenting educational Course materials, examination papers, study guides, practice examination papers and practice examination test questions and answers sheets for certification examinations; and

iii. Providing educational classes, seminars, study groups and training relating and relevant to the preparation for certification examinations;

(b) The ECBA, CCBA, and CBAP Marks may be used in association with Courses and in association with the wares and services identified in subsections (ii) and (iii) above.

10. For any Course using “ECBA”, CCBA”, “CBAP”, and/or the designations’ full names, that Course MUST be endorsed.

11. For any course which uses any IIBA Intellectual Property or trademarked certifications, the university will share such course descriptions, and materials to allow IIBA to review such materials to allow the co-branding of any such offering.

12. Provider agrees that IIBA shall at all times maintain control over the character and quality of the wares and services in association with which Provider uses the Marks by, among other things, endorsing Courses, imposing quality standards on Course content, Programs and activities of Provider and auditing compliance with those standards, as described in paragraph 19(b) of this Agreement.

13. Without IIBA’s express prior written approval:

(a) Provider shall not permit any third party to use the Marks; or

(b) engage in a joint program, co-branding or Membering arrangement using any of the Marks,

unless each member of the Program, co-branding or Membering arrangement is a



defined contractual relationship directly with IIBA, such as Corporate Program, EEP Program, or other IIBA approved contract program.

14. Provider agrees not to revise or alter any of the Marks in any way, or to adopt or use any part or any of the Marks either alone or in combination with other words or any other marks.

15. Provider agrees not to file applications to register any of the Marks, the IIBA corporate name or any trade-mark or name substantially similar thereto.

16. Upon the termination of this Agreement, Provider agrees to remove the Marks from its business cards, brochures, advertisements, websites, documents, and business materials, and to cease any and further use of any of the Marks. Provider's obligation under this paragraph 15 will survive the revocation, surrender or termination of this Agreement.

17. Owner. Except for the limited license granted herein, Provider acknowledges that it does not have any interest in any of the Marks or any other trade-marks owned by IIBA. Provider agrees that IIBA is the sole and exclusive owner of the Marks, and that IIBA maintains all rights, title, and interest thereto including, without limitation, all intellectual property rights in the Marks.

IV. COPYRIGHT LICENSE

18. Copyright License. Subject to the terms of this Agreement, IIBA shall grant a limited, non-exclusive, non-transferable, non-assignable, and revocable license to

Provider to use the following elements of the most recent version of the BABOK® Guide in printed publications and Course materials for IIBA endorsed Courses (including Courses endorsed by IIBA in accordance with this Agreement, and Courses undergoing the review process for IIBA endorsement and such Course is eventually endorsed by IIBA) only upon the following terms and conditions:

(a) Permission is granted to use diagrams contained in the BABOK® Guide, so long as the diagram is accompanied with the copyright notice attributing ownership to IIBA. Diagrams from the BABOK® Guide may not be redrawn, save and except for minor cosmetic changes, such as changes in colour.

(b) Permission is granted to reproduce the glossary so long as the glossary is reproduced verbatim and in its entirety without any modifications. The glossary may be reproduced and distributed as a single handout. The glossary may not be altered in any way and may not be incorporated into other work without express written permission from IIBA.

(c) Permission is granted to reproduce an unlimited number of sections of the BABOK® Guide for Course materials.

(d) Text reproduced from the BABOK® Guide must be reproduced verbatim and without any modification.

19. Copyright Attribution. All reproductions from the BABOK® Guide under this grant of license must be accompanied with a copyright notice attributing ownership to IIBA.



V. OBLIGATIONS OF PROVIDER

20. Provider agrees to carry out the following obligations under this Agreement:

(a) **Programs and Activities.** Provider will use its best efforts to ensure that its Courses, Programs and activities are conducted in such a manner to be of the highest quality with respect to content, materials, logistical preparation, and delivery.

(b) **Audit.** For Course delivery, Provider will maintain materials related to the Course content, syllabus and Course and instructor evaluations for not less than two (2) years after termination of this Agreement. Upon request from IIBA, Provider will deliver such Course content, syllabus and evaluations to IIBA so that it may determine whether such materials comply with the terms and conditions in this Agreement.

(c) **Status.** Provider will maintain its status as an Academic Program Member In Good Standing during the entire Initial Term of the Agreement and any Renewal Term thereafter.

VI. CONFIDENTIAL INFORMATION

21. **Confidential Information.** The Parties acknowledge that, from time to time, either party may disclose or make available to the other information, knowledge or materials that are confidential (the “Confidential Information”). Such Confidential Information may include but is not limited to advance disclosure of an upcoming publication prior to public

release of the publication, or advance disclosure of an upcoming project prior to public announcement of such project but, in all cases, Confidential Information shall be marked as such.

22. The Parties agree that disclosure of Confidential Information, in its original form or by way of summary or analysis, to any person could cause irreparable harm and damage to the Party disclosing the Confidential Information. Accordingly, each Party (the “Recipient”) agrees to hold Confidential Information it receives from the other (the “Confider”) secret and in strict confidence at all times and will not disclose Confidential Information in its original form, or in summary or analysis form to any person, except as provided in this Agreement.

23. **Limitations.** The limitations regarding use and disclosure referred to in this Article shall not apply to any part of the Confidential Information that is (i) already known to the Recipient prior to disclosure by the Confider; (ii) in the public domain, or subsequently disclosed to the public other than by breach of this Agreement; (iii) independently developed by the Recipient without reference to the Confidential Information; (iv) disclosed by the Recipient with the prior written approval of the Confider; (v) lawfully disclosed to the Recipient by a third party without breach of this Agreement; or (vi) required by law to be disclosed.

24. **Obligations of Provider.** Without limiting the duty of confidentiality arising from this Agreement and under the law, Provider agrees not to use IIBA’s



Confidential Information for its benefit or for the benefit of third parties, including but not limited to: (i) assisting individuals preparing for examinations conducted by IIBA; (ii) sharing of Confidential Information during private instruction, workshops, or training Programs; (iii) development, modification, or enhancement of training Programs, Courses, or workshops based on this Confidential Information, except where the Confidential Information is Limited Disclosure Confidential Information that IIBA expressly permits for internal use only; and (iv) promoting specific training Programs, Courses or workshops and using the knowledge that Provider has been exposed to through participation with IIBA.

25. Limited Disclosure Confidential Information. Provider may use Limited Disclosure Confidential Information for internal use only for the sole purpose of Course development. Provider agrees that under no circumstances shall Limited Disclosure Confidential Information be disclosed to Course participants or to the public.

26. Completion of Agreement. Upon the completion or termination of this Agreement or upon IIBA's request at any time: (i) Provider will cease all use of IIBA's Confidential Information; (ii) Provider will promptly return to IIBA all tangible Confidential Information of IIBA, including all copies, reproductions, summaries, memos, correspondence or compilations in any format whatsoever, including, without limitation, electronic and paper formats, so that Provider no longer has any

Confidential Information in its possession or control; (iii) Provider will cease any and all work using IIBA's Confidential Information; (iv) Provider's duty of confidentiality under this Agreement and under the law survives the termination of this Agreement.

27. Disclaimer. This Agreement shall not be construed as granting or conferring any right, title or interest, by license or otherwise, in and to any Confidential Information disclosed pursuant to this Agreement and shall not grant to Provider any rights in IIBA's Confidential Information or in its products, business or operations.

VII. TERMINATION

28. Termination for Convenience. Either Party may terminate this Agreement at any time by giving not less than 60 days written notice to the other Party.

29. Effect of Notice of Termination. In the event of termination by Provider without cause or by IIBA with cause, the fees paid by Provider will not be refunded. If IIBA terminates this Agreement without cause, it shall refund Provider a pro-rated portion of the fees paid by Provider.

30. Upon termination of this Agreement, Provider agrees to immediately cease representing that it is associated with, endorsed, or approved by IIBA by taking the following steps:

(a) Removing all copyrighted materials and Marks owned by IIBA that are on Provider's materials, documents and websites;



(b) Removing all written statements and representations from Provider's materials, documents and websites that refer to IIBA's approval or endorsement of Provider, Provider's Courses or of IIBA's association with Provider; and

(c) Provider will cease making verbal representations that refer to IIBA's approval or endorsement of Provider and its Courses or of IIBA's association with Provider.

31. Survival. The provisions of paragraphs 15, 16, 19(b), 25, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 41 herein shall survive the expiry or termination of this Agreement.

VIII. GENERAL

32. Relationship of Parties. Provider represents, acknowledges and agrees that it is experienced and qualified in organizing and offering educational courses and programs. Provider acknowledges that it has not been given any representations or financial projections regarding business prospects for offering Courses and Programs. Provider acknowledges that its degree of success in the area will depend on its own skill, and efforts and economic conditions and that it does not expect to receive nor will IIBA be providing or offering significant assistance to the Provider nor will IIBA in any significant way be assisting with or controlling the Provider's method of operating or its processes for developing or promoting its business, aside from IIBA reserving and protecting its rights to IIBA intellectual property licensed or provided to Provider

under this Agreement. Nothing herein shall create any joint venture, employment relationship, Membership, franchise or agency relationship of any kind between the Parties.

33. Language. All communications between Provider and IIBA shall be in the English language.

34. Notice. All notices and demands of any nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by electronic mail (email), by facsimile, by certified mail, or by overnight courier to the following:

(a) Provider Address Stated Above

IIBA

1. International Institute of Business Analysis
2. 115 George Street, Suite 509
3. Oakville, ON L6J 0A2
4. Canada
5. academic@iiba.org

Attention: Academic Program Administrator

35. Entire Agreement. This Agreement and the accompanying schedules constitute the entire agreement between the Parties and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written of the Parties relating to the subject matter of this Agreement.



36. **Waiver.** No waiver of any provision of this Agreement shall be binding unless it is in writing and signed by Provider and IIBA. No indulgence or forbearance by a Party shall constitute a waiver of such Party's right to insist on performance in a full and timely manner of all covenants in this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

37. **Limitation.** Under no circumstances will IIBA incur any liability Under This Agreement FOR any consequential, indirect, special or incidental damages such as damages for lost profits, business failure or loss, arising out of this Agreement whether or not IIBA has been advised of the possibility of such damages.

38. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada as they apply in Ontario. Each Party hereby consents to the non-exclusive jurisdiction of the courts of Ontario.

39. **Assignment.** Neither this Agreement nor any of the rights and obligations arising from it shall be assignable in whole or in part by Provider. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of each Party hereto and their respective successors and assigns.

40. **Headings.** The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to

explain, modify or place any construction upon any of the provisions of this Agreement.

41. **Number and Gender.** Words importing the singular include the plural and vice versa, and words importing gender include all genders.

6. 42. **Privacy.** The Parties agree to fully cooperate to keep confidential all of the information required to be kept confidential under the applicable privacy legislation of their respective jurisdictions.