

Authorized Innovation Provider (AInP)[®] Application Form



1. Complete the form by typing in the appropriate information. Applications filled in hand writing 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:
List down the names of the
countries in the box

Employee Information

CEO / GM / President

First Name: last Name:

Nationality: Mobile:

Email:

LinkedIn profile:

Marketing Manager

First Name: last Name:

Nationality: Mobile:

Email:

LinkedIn profile:

Sales Manager

First Name: last Name:

Nationality: Mobile:

Email:

LinkedIn profile:

Employee Information

Training Manager

First Name: last Name:

Nationality: Mobile:

Email:

LinkedIn profile:

Administration Manager

First Name: last Name:

Nationality: Mobile:

Email:

LinkedIn profile:

Contact Information

First Contact Person

First Name: last Name:

Nationality: Job Title:

Mobile: Email:

LinkedIn profile:

Authorized Innovation Provider (AInP)[®]
Application Form



Second Contact Person

First Name: last Name:

Nationality: Job Title:

Mobile: Email:

LinkedIn profile:

Attachments

Please attach the following documents:

- 1- Company formation papers/ Certificate of Good Standing /Trade License.
- 2- Company Logo in JPEG.
- 3- Company Profile.
- 4- Passport Copy of the Contact Persons.

I hereby certify that the above information given are true and correct as to the best of my knowledge and I am authorized to apply on behalf of the applicant organization.

Name: _____

Signature: _____

PLEASE COMPLETE THE FORM, SIGN IT AND SEND IT TO AInP@gini.org

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 the Global Innovation Institute.
- d. The term "Specific Training Program(s)" shall mean and refer to the classroom training programs which the Global Innovation Institute (GInI) will provide to the Authorized Innovation Provider, with corresponding Training Materials.
- e. The term "Training Materials" shall mean all materials included as part of the Specific Training Program(s) of the Global Innovation Institute (GInI) that are provided to the Authorized Innovation Provider (AInP) 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 the 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 Innovation Provider's GInI courses. In cases where the Student Registration Materials are hardcopy, the Authorized Innovation Provider (AInP) 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 Innovation 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 Innovation Provider (AInP).
- h. The term "Student" shall refer to those who are bona-fide students of the Authorized Innovation Provider (AInP) and register as a student for one or more of the Specific Training Program(s) offered by the Global Innovation Institute (GInI) through the Authorized Innovation 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 the Global Innovation Institute (GInI) as part of the Specific Training Program(s) for use by Students trained under the registration of the Authorized Innovation Provider

2. LICENSE

a. Training Materials

- i. Training Materials are licensed by the Global Innovation Institute (GInI) directly to Authorized Innovation Providers. Each AInP is to secure their own licensed copy of the Training Materials. AInP 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 Authorized Innovation Provider (AInP) 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 the 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 Innovation Provider, its employees, or contractors have contributed to the conception or development of such work, or paid the Global Innovation Institute (GInI) for the use thereof. The Authorized Innovation Provider (AInP) 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 Innovation Provider (AInP)

The Authorized Innovation Provider (AInP) 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 the Global Innovation Institute (GInI), and that without the covenants respecting the same (contained in this Agreement), the Global Innovation Institute (GInI) would not enter into this Agreement.

c. Training Methodology and Trainer Kits

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

(Authorized Innovation Provider (AInP)

- d.
 - i. The Authorized Innovation Provider (AInP) can provide any product offered by the 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 Innovation Provider is expected to strongly encourage all Students completing a Specific Training Program of the 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. The Global Innovation Institute (GInI) maintains the right to review all Student feedback to ensure that Global Innovation Institute (GInI) courses for which the Authorized Innovation Provider (AInP) is approved are being properly conducted in accordance with Global Innovation Institute (GInI) quality standards. The Global Innovation Institute (GInI) reserves the right to recommend additional training (or train-the-trainer sessions if required) and changes to the Authorized Innovation Provider's Trainers if the Global Innovation Institute (GInI) determines that the training does not meet its standards.

e. Student Data

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

3. LICENSE FEES AND PAYMENT TERMS

a. Initial License Fee

The Authorized Innovation Provider (AInP) will pay the Global Innovation Institute (GInI) an Initial License Fee of 3,500 USD

b. Annual Renewal License Fees

The Authorized Innovation Provider (AInP) will pay the Global Innovation Institute (GInI) an Annual Renewal License Fee of 500

c. Exam Fees

The Global Innovation Institute (GInI) will invoice the Authorized Innovation Provider (AInP) for each new enrollment for Exams and Accreditations. Detailed information on the Student fees for each of Authorized Innovation Provider's (AInP's) Specific (Train-ing Program(s) will be maintained on the AInP Online Portal provided by the Global Innovation Institute (GInI)

d. Payments

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

e. Fixed Price Duration

The 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 the Global Innovation Institute (GInI) website. There are no explicit duration periods established for the amount of any GInI fee

f. Taxes

The Authorized Innovation Provider (AInP) 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

g. Suspension of Service

The 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 Innovation Provider (AInP) are not realized or subject to payment disputes. The Global Innovation Institute (GInI) will also make efforts to recover any due payments from the Authorized Innovation Provider (AInP) in the event of defaults, bankruptcy, or other extraordinary situations

4. TRAINING MATERIAL DELIVERY

- a. Delivery of physical courseware. A supply of the Global Innovation Institute's (GInI's) **Applied Innovation Master Book** will be provided to the Authorized Innovation Provider (AInP) after corresponding payments are received
- b. Product. The Global Innovation Institute (GInI) reserves the right to add or remove products available through its platform. The AInP will have the flexibility to provide trainings for any product offered by the Global Innovation Institute (GInI) if it satisfies the conditions set forth in Section 2

5. SUPPORT PROCESS

a. Customer Support

The Authorized Innovation Provider (AInP) 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[®]**. The Global Innovation Institute (GInI) will provide an interface to the Authorized Innovation Provider (AInP) to enable them to manage their own customer support.

b. Relationship Management

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

c. Updates to Training Materials

The 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 Innovation Provider (AInP) 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, the Global Innovation Institute (GInI) will ultimately determine and control the content and release schedule for any changes to its Training Materials.

d. Website Availability

The Global Innovation Institute (GInI) provides access to its website and online materials on a best-effort basis. The Authorized Innovation Provider (AInP) acknowledges that the 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. The 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, the Global Innovation Institute (GInI) does not guarantee any minimum levels of website availability or uptime. The 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.

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 Innovation Provider (AInP) 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, the Global Innovation Institute (GInI) may elect to immediately terminate this Agreement if the Authorized Innovation Provider (AInP) fails to accept an amendment to the Agreement posted online by the Global Innovation Institute (GInI) within ten (10) days of receipt of notification of such Amendment by the Global Innovation Institute (GInI).

b. Authorized Innovation Provider's Obligations at Time of Termination

The Authorized Innovation Provider (AInP) 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 Innovation Provider (AInP) shall return to the Global Innovation Institute (GInI) all physical Training Materials (as defined under Section 1.b). The Authorized Innovation Provider (AInP) 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 Innovation Provider (AInP) shall make no further use of any GInI materials, including, but not limited to the Training Materials and Online Programs provided by the Global Innovation Institute (GInI), regardless of the reasons for or circumstances surrounding the expiration or termination.

7. CONFIDENTIALITY

a. The Authorized Innovation Provider (AInP) 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 Innovation Provider (AInP) 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 Innovation Provider (AInP) 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 Innovation Provider (AInP), the Global Innovation Institute (GInI) should be notified.

8. WARRANTIES

- a. The Authorized Innovation Provider (AInP) warrants the following: All Authorized Innovation Provider (AInP) Trainers conducting Specific Training Program(s) in-house will (i) be appropriately certified by in the respective GInI certification (ii) reflect the Global Innovation Institute (GInI) course in a positive manner by maintaining high quality training standards and professionalism.
- b. The Authorized Innovation Provider (AInP) agrees that all Students for its Specific Training Program(s) will be properly enrolled in the Global Innovation Institute (GInI) platform using the AInP 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 Innovation Provider's (AInP's) Students will be trained in this Authorized Innovation Provider (AInP) program.
- e. The Authorized Innovation Provider (AInP) 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 Innovation Provider (AInP) warrants that it will ensure all its Students accessing the 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. The Authorized Innovation Provider (AInP) further warrants that its Students and employees accessing the 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 Innovation Provider (AInP) 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 Innovation Provider (AInP) are provided at the sole discretion of the 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 Innovation Provider (AInP) acknowledges and agrees that it will not hold the Global Innovation Institute (GInI) responsible for any consequence of access to the 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.

6. INDEMNIFICATION

a. Indemnification by the 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 Innovation Provider (AInP) based upon its use of the Training Materials or Online Programs, the Global Innovation Institute (GInI) will indemnify the Authorized Innovation Provider (AInP) against any amounts finally awarded by a court or in a settlement to such party (and reasonable attorneys' fees in connections therewith), provided that the Global Innovation Institute (GInI) shall have received from the Authorized Innovation Provider (AInP) notice of said claim within thirty (30) days of the assertion thereof; further provided that the 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 the Global Innovation Institute (GInI) shall receive the complete cooperation and assistance of the Authorized Innovation Provider (AInP). Copyright for some Training Materials may belong to third parties with whom the Global Innovation Institute (GInI) has contracted to provide such materials. In such circumstances, the Global Innovation Institute (GInI) will seek to have the third party indemnify both the Global Innovation Institute (GInI) and the Authorized Innovation Provider (AInP).

b. Correction and Remedies

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

- c. The 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 the Global Innovation Institute (GInI) website or online content of the websites of the Global Innovation Institute (GInI) regardless of the form of action, whether in contract, tort, or otherwise.
- d. 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 Innovation Provider (AInP) to the 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.

e. Indemnification by the Authorized Innovation Provider

The Global Innovation Institute (GInI) shall not be liable for, and the Authorized Innovation Provider (AInP), at its sole expense, will defend, indemnify, and hold the 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 the 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 Innovation Provider (AInP) to adhere to warranties herein or non-performance of the Authorized Innovation Provider's (AInP's) obligations under this Agreement.
- iii. Any claim with respect to the Training Materials, or components thereof that are modified by the Authorized Innovation Provider (AInP), or on its behalf, after shipment by the 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 Innovation Provider (AInP) is notified thereof or informed of modifications that would have avoided the alleged claim, provided the Global Innovation Institute (GInI) gives the Authorized Innovation Provider (AInP) prompt written notice of any such claim and provides the Authorized Innovation Provider (AInP) such reasonable cooperation and assistance as the Authorized Innovation Provider (AInP) 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 Innovation Provider (AInP) and the 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 Innovation Provider (AInP) does not accept an update posted online within ten (10) days of such notification by the Global Innovation Institute, the Agreement may be terminated by the Global Innovation Institute (GInI) without further notice.

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 Innovation Provider (AInP) as User

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

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g. Cooperation and Assistance

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

h. No Assignment by the Authorized Innovation Provider (AInP)

The Authorized Innovation Provider (AInP) 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 the Global Innovation Institute, which consent may not be unreasonably withheld or delayed by the Global Innovation Institute. The sale or transfer of any portion of the Authorized Innovation Provider (AInP)'s business (including to any corporation owning, owned by, or affiliated with the Authorized Innovation Provider), or the combination of any of the Authorized Innovation Provider (AInP)'s business with any other business (including with any corporation owning, owned by, or affiliated with Innovation Provider), shall be considered an assignment for purposes of this Agreement. Any attempted assignment without such consent shall be null and void. The 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.

i. Independent Parties

Nothing contained herein shall be deemed to create or construed as creating a joint venture, employment, or partnership between the Authorized Innovation Provider (AInP) and the 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 the Global Innovation Institute (GInI) intellectual property rights or the 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.

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 Innovation Provider (AInP) agrees that it will not start any business that directly competes with the Global Innovation Institute (GInI) business and will not solicit the Global Innovation Institute (GInI) existing clients for any business that competes with the 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.

o. No-Hire

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

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e. Indemnification by the Authorized Innovation Provider

The Global Innovation Institute (GInI) shall not be liable for, and the Authorized Innovation Provider (AInP), at its sole expense, will defend, indemnify, and hold the 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 the 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 Innovation Provider (AInP) to adhere to warranties herein or non-performance of the Authorized Innovation Provider's (AInP's) obligations under this Agreement.
- iii. Any claim with respect to the Training Materials, or components thereof that are modified by the Authorized Innovation Provider (AInP), or on its behalf, after shipment by the 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 Innovation Provider (AInP) is notified thereof or informed of modifications that would have avoided the alleged claim, provided the Global Innovation Institute (GInI) gives the Authorized Innovation Provider (AInP) prompt written notice of any such claim and provides the Authorized Innovation Provider (AInP) such reasonable cooperation and assistance as the Authorized Innovation Provider (AInP) may request from time to time in the defense thereof.

11. COPYRIGHT INFORMATION

- a. GInI[®], Global Innovation Institute[®], CInP[®], CDTP[®], CInS[®], CCInO[®], CInOrg[®], AInP[®], and AInA[®] are trademarks of Global Innovation Holding, registered in the United States and other countries.
- b. The CInP[®], CDTP[®], CInS[®], CCInO[®], CInOrg[®] and AInA[®] 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** is copyrighted by Global Innovation Holding, registered in the United States and other countries.

I have read this Agreement and I agree to the AInP terms and conditions and I am authorized to apply on behalf of the applicant organization.

Name: _____

Signature: _____

PLEASE COMPLETE THE FORM, SIGN IT AND SEND IT TO AInP@gini.org