



This agreement to perform training services is between the Government Blockchain Association (GBA), a 501(c)(6) organization and _____
(Training Company) located at _____ Country
_____. GBA and the Training Company agree as follows:

1 SERVICES PROVIDED

1.1 SCOPE

The Training Company agrees to provide GBA certified training courses in accordance with the terms described in this document. The parties may change the services, provided any changes are signed by authorized agents for both parties.

1.2 CONTROL OF SERVICES

The Training Company shall plan, prepare, deliver, and report training in accordance with the Training Handbook(s) posted at the following site:

www.gbglobal.org/training-partnership.

The Training Company shall determine the time, place, price, method, details, and means of delivering the training courses. The Training Company shall collect payment directly from the students and has broad autonomy in their training offering. However, the following polices apply to the training program for each Training Company:

1.2.1 Eligibility

Training Companies must be a GBA Corporate Member (Medium or above) and be in good standing.

1.2.2 Training Materials

The Training Company shall develop their own training materials in accordance with the Training Handbook(s). The Training Company will submit the training materials to the GBA Training Program for approval prior to the advertising of any GBA courses.

1.2.3 Logos, Trademarks and Intellectual Property (IP)

Training Companies may use the GBA logo on all course materials that have been approved by the GBA Training Team and that satisfy the standards detailed in the GBA Training Handbook(s). They may also use the GBA logo and related images and text to advertise the courses and schedule. GBA Logos and related text/images must be displayed in accordance with the style guides posted in the Professional or Corporate Dashboard on the GBA website. Training Companies are prohibited from using the GBA name, website, and social media material for any other purposes without the express authorization of a GBA Director.

1.2.4 Expenses

GBA will not incur or reimburse any travel, venue or related expenses. They are sole responsibility of Training Company.



1.2.5 Cancellation Policy

GBA seriously discourages the cancellation of courses once scheduled. However, we recognized that at times, it cannot be avoided. The GBA places a very high priority on honoring commitments. If circumstances make it difficult or impossible to conduct a course as scheduled, every effort must be made to honor the original commitment or to take appropriate actions to meet the needs of the course registrant. Notice of three cancellations in a 12 month period may be cause to terminate the license agreement.

2 Responsibilities

2.1 GBA

The GBA shall be responsible for the following activities:

2.1.1 Global Training Standards

GBA Global Training Standards are developed by the GBA Working Groups. They are submitted to GBA Chapter Leaders and Working Groups from all over the world. They are also made available for public comment. All of these inputs and comments are reviewed and incorporated into the standard as appropriate. They are regularly reviewed and updated. They are intended to be a global community consensus standard. They are not intended to be dominated by any company, country or single organization. The standards are documented and maintained in the appropriate GBA Training Handbook. These handbooks describe the standards for GBA course development and delivery.

2.1.2 Training Certificates

GBA will provide the Training Companies with GBA training certificate templates. The certificates will include the GBA logo and a space for the Training Company to include their own logo. Training certificates will be co-branded with both the GBA and the Training Company's logos.

2.1.3 Course Completion Submission Form

The GBA will maintain an online course completion submission form. Training Companies may submit course completion records. The submissions will be verified and if:

- a) Students are GBA members in good standing, and
 - b) The course was taught by a licensed Training Companies in good standing
- Students will be added to the GBA Certified Professional Directory.

2.1.4 GBA Licensed Training Companies Directory

The GBA will maintain a directory of GBA Licensed Training Companies

2.1.5 GBA Certified Professional Directory

The GBA maintains an online directory of GBA members that have completed certified courses delivered by the GBA and other Licensed Training Companies.

2.1.6 Student Feedback Reporting

GBA will collect and maintain student feedback data. GBA will provide summary feedback to the Training Companies to help them continuously improve their performance. Any Training Company that receives poor ratings for three



consecutive rating periods will have their performance reviewed and the relationship may be terminated.

2.2 Training Company

The Training Company is responsible for:

2.2.1 Training License Application & Setup

The Training Company submits a signed copy of this agreement along with at least one course that satisfies the course requirements of the appropriate Training Handbook. The Training Company Applicant pays a \$1,000 setup fee for each course that they license from the GBA. Payments are made at:

www.GBAglobal.org/payments

2.2.2 Logistics

The Training Company schedules and coordinates the dates, locations, instructors, training equipment (computers, projectors, flip charts, etc.), and all other logistical considerations. The GBA typically does not become involved in logistical coordination.

2.2.3 Pricing & Payments

The Training Company may charge any amount without restriction or limitation. The Training Company collects payments, pays all expenses and retains any profit from the training events.

When the Training Company submits the names of the students that have completed the course, the Training Company pays \$10 per course listing/per person. The current listings are:

- Blockchain Foundations
- Cryptocurrencies Rules & Regulations
- Blockchain Solution Architecture
- Managing Blockchain Projects
- Managing Throup Transformative Paradigm Shifts

2.2.4 Advertising & Promotion

The Training Company is responsible for advertising, marketing and recruiting the training attendees for the training. The Training Company must fully disclose on their course listings and advertisements that:

- GBA “Civil Servant” or “Professional” membership is required for certification credentials to be posted on the GBA website.

Training Companies may purchase packages of discount codes for discounts on membership. The price for membership is reduced based on the quantity purchased in one transaction. The discount codes are available based on the following schedule:

Standard Price Listed on GBA Website:	\$350
Package of 01-10 Discount Codes for Professional Membership:	\$300



Package of 11-20 Discount Codes for Professional Membership:	\$250
Package of 21-30 Discount Codes for Professional Membership:	\$200

2.2.5 Quality Assurance

2.2.5.1 Training Materials

The Training Company is responsible for developing training materials in their native language and using examples and information that local students will understand. Context should be local. Training materials must be in accordance with the standards defined in the GBA Training Handbook. The Training Company will ensure that training presentation materials and hand outs are of professional quality standards, and free from content, spelling, grammar, and formatting errors. The training material will be cobranded with the Training Company’s logo and the GBA logo¹.

2.2.5.2 Training Service

The Training Company will ensure that class start, break and end times are honored and that commitments and expectations made to students are met.

2.2.5.3 Quality Monitoring

The Training Company will make training materials available and provide access to monitor training activities with at least 30 day prior written notice to monitor the quality of training activities and work-products. If the audit/review is the result of customer complaints or a constantly low customer satisfaction ratings, the costs for the audit/review may be charged to the Training Company based on a mutually agreed amount.

2.2.6 Reporting

The Training Company’s will submit course completion records no later than seven days after the completion of the course via the GBA online course completion submission form. Training Company’s must inform students that listing course completion on the GBA website is only available for GBA “Civil Servant” or “Professional” Members.

3 Terms & Conditions

3.1 TRAINING COMPANY PERSONNEL

3.1.1 TRAINING COMPANY STAFF

Training Company will provide adequate staff to render the Services. In the event that any Training Company staff is found to be unacceptable to the GBA, the GBA shall notify Training Company of such fact and GBA shall work with Training Company to resolve the problem including correcting, coaching or removal of the staff from future training course delivery.

¹ The sharing of intellectual property between the parties does not give either party the right to sublicense or share the other party’s intellectual property outside of the scope of this agreement.



3.1.2 INDEPENDENT CONTRACTOR.

Training Company is an independent contractor. Neither Training Company nor Training Company's employees are, or shall be deemed for any purpose to be, employees of GBA. GBA shall not be responsible to Training Company, Training Company's employees or any governing body for any payroll-related taxes related to the performance of the Services.

3.1.3 REPORTS, MEETINGS & COMMUNICATIONS

GBA will conduct periodic Trainer Partner Workshops. The purpose of these workshops is to review student feedback, materials, and policies and provide guidance and information to improve the overall brand and training quality. These events are expected to be both live and virtual. All Training Companies are required to attend at least one per quarter (live or virtual).

GBA will collect data and make the data available for Training Company's. GBA and Training Company's will work together collaboratively to collect, analyze and report data meaningful information to help Training Companies and the GBA.

3.2 RECORDS AND TAXES, & PAYMENTS

3.2.1 RECORDS

Training Company shall maintain complete and accurate training records. This includes training registration information, attendance sheets, copies of certifications and instructor/company qualification documents. The Training Company will allow GBA access to training events, records and information with 3 days written advance notice.

3.2.2 TAXES

Trading Provider agrees to pay the amount of any sales, use, excise or similar taxes applicable to the performance of the Services, if any, or, in lieu thereof, GBA shall provide Training Company with a certificate acceptable to the taxing authorities exempting GBA from payment of these taxes.

3.2.3 PAYMENTS

All payments are made in either US dollars or the equivalent amount of Cryptocurrency.²

3.3 INDEMNITY AND INSURANCE

3.3.1 Training Company

Training Company agrees to defend at its own cost and expense any claim or action against GBA for actual or alleged infringement of any patent, copyright or other property right (including, but not limited to, misappropriation of trade secrets) based on any service furnished to GBA by Training Company pursuant to the terms of this Agreement. Training Company agrees, should GBA's use of any service furnished to

² Cryptocurrency payments are made at the exchange rate listed on www.coinbase.com at the time of the payment.



GBA by Training Company be enjoined by any court, to promptly obtain, at no expense to GBA, the right to continue to use the items so enjoined or, at no expense to GBA, provide GBA promptly with substitute items to the enjoined products.

3.3.2 GBA

GBA agrees to defend at its own cost and expense any claim or action against Training Company based on GBA's products or services (excluding rights licensed from Training Company) including claims for actual or alleged infringement of any United States patent, copyright or other property right (including, but not limited to, misappropriation of trade secrets). The limit to GBA's liability for all costs, expenses, judgments, fees and settlements under this provision shall be the amount GBA has collected for any infringement.

3.4 CONFIDENTIALITY AND PROPRIETARY RIGHTS

3.4.1 CONFIDENTIALITY

The parties acknowledge that GBA and Training Company each own valuable trade secrets, and other confidential information. Such information may include software code, routines, data, know-how, designs, inventions and other tangible and intangible items. All such information owned by the parties is defined as 'Confidential Information'. This provision does not apply to Confidential Information that is:

- 1) In the public domain through no fault of the receiving party,
- 2) Was independently developed as shown by documentation,
- 3) Is disclosed to others without similar restrictions, or
- 4) Was already known by the receiving party.

3.4.2 NON-DISCLOSURE

The parties agree that they will not, at any time during or after the term of this Agreement, disclose any Confidential Information to any person, and that upon termination of this Agreement, each party will return any Confidential Information that belongs to the other party.

3.4.3 PROPRIETARY RIGHTS

All services provided under this agreement and all materials, products, inventions, works, and deliverables developed or prepared by Training Company under this Agreement are the property of Training Company and all title and interest therein shall vest in Training Company. These rights include patent rights, copyright, derivative rights, trade secrets, and trademarks. All intellectual property owned by GBA shall belong to GBA.

3.5 WARRANTIES

Training Company warrants that each of its employees assigned to perform services under this agreement shall have the proper skill, training and background to perform in a competent and professional manner. GBA acknowledges that the services include unknown and unforeseen problems and Training Company shall attempt to solve such problems. GBA acknowledges that Training Company does not warrant that there will be a satisfactory solution to all problems. GBA agrees that the Training Company warrants its services "As Is" and that the Training Company disclaims all other warranties,



expressed or implied. GBA agrees that the Training Company shall have no liabilities for consequential damages, lost profits, or any direct or indirect damages.

3.6 GENERAL

This Agreement shall commence when last signed by both parties and shall continue for a period of one year. In the event of any material breach of this Agreement by either party, the other party may cancel this Agreement. Either party may terminate this Agreement by giving the other party two weeks prior written notice of its election to terminate.

3.7 ASSIGNMENT

Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. A sale of substantially all the assets of a party or a merger of a party does not constitute and assignment for purposes of this clause.

3.8 NOTICES

Any notices or communication under this Agreement shall be in writing and shall be by confirmed facsimile, overnight deliver or certified mail return receipt requested to the party receiving such communication at the address specified below:

If to GBA: Attn.:

Name:	Eric Guthrie
Title:	Director, Training Program
Organization:	Government Blockchain Association (GBA)
Address:	4728 Pickett Road, Fairfax, VA 22032-2028
Phone:	704-516-2180
Email:	Eric.guthrie@GBAglobal.org

If to Training Company: Attn.:

Name:	
Title:	
Organization:	
Address:	
Phone:	
Email:	

3.9 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia in the United States.

3.10 MODIFICATIONS

No changes or waivers to this Agreement shall be binding unless made in writing and duly signed by authorized agents of both parties.



3.11 COMPLETE AGREEMENT

This Agreement sets forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by authorized agents of both parties.

3.12 NON-SOLICITATION

Unless otherwise mutually agreed to by the parties in writing, the parties agree that they will not hire or solicit the employment of any personnel of the other party during the term of this agreement and for a period of six (6) months after the termination of this agreement.

4 EXECUTION

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date last written below.

For the Government Blockchain Association (GBA)

Gerard Dache
President

Date

For [the Training Company]

Name
Title

Date