

# **TOGAF® Essentials 2018 Training Materials License Agreement**

**v.1.0 April 2018**

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This Training Materials License Agreement (“Agreement”) is made and entered into by and between the following Parties: The Open Group, L.L.C., a Delaware LLC (“The Open Group”) and the entity described in the signature section of this Agreement (“Trainer Licensee”). The Open Group and Trainer Licensee are sometimes referred to herein each as a “Party” or together “the Parties”.

## **WHEREAS:**

- A. The Parties have a mutual goal of advancing TOGAF Credentials for individuals under The Open Group Certification for People: Credentials Program (“the Program”) through the use of TOGAF® Essentials 2018 training courseware materials (the “Materials”) provided by The Open Group; and
- B. Trainer Licensee and, if applicable, its Affiliate(s) registered in the official list of Accredited Training Courses, which is maintained by The Open Group Certification Authority and made publicly available on the Certification Authority’s website, wish to provide TOGAF® Essentials 2018 training by utilizing such Materials.

## **1. LICENSE**

NOW, THEREFORE, IN CONSIDERATION of the fees payable under Schedule 1 hereto (“Fees”), The Open Group hereby grants to Trainer Licensee a non-exclusive, non-transferable license to use the Materials (more particularly described in Schedule 1 hereto) subject to the following terms:

- (a) Trainer Licensee shall use the Materials strictly in accordance with the terms set out in Schedule 2 and Schedule 3 hereto,
- (b) Notwithstanding any other terms of this Agreement, commercial use of the Materials requires that Trainer Licensee obtain and hold a current TOGAF® Standard, Version 9.2 and earlier Annual Commercial License,
- (c) Trainer Licensee must have a current TOGAF 9 Accredited Training Course on the Accreditation Register which is accredited for TOGAF 9 Certified or TOGAF 9 Foundation and Certified Combined, and
- (d) Trainer Licensee shall concurrently execute and keep in force The Open Group Certification for People Accredited Training Course Agreement Training Course Schedule and the Accreditation Trademark License Agreement Schedule for the TOGAF Essentials 2018 training course in which the licensed Materials must be used.

## **2. FEES**

- (a) Upon signature of this Agreement, Trainer Licensee shall pay to The Open Group a fee as described in Schedule 1.

- (b) Fees quoted herein will be held stable for two (2) years from the date of signature.

### **3. INTELLECTUAL PROPERTY RIGHTS**

Except as specifically granted by this Agreement, The Open Group shall retain all intellectual property rights in the Materials.

### **4. LIABILITY**

- (a) The Parties shall indemnify each other and keep each other fully and effectively indemnified on demand against any and all loss or damage to such other Party's property, personal injury, death and expenses (including legal costs) suffered by such other Party in consequence of any negligent act or omission or breach of statutory duty on the part of any party or any person engaged by such Party in any way arising out of or connected with the performance of this Agreement.
- (b) Except in respect of injury to or death of any person (for which no limit applies) the liability of each Party under sub-clause (a) above shall not exceed the amount due to The Open Group under this Agreement.
- (c) Notwithstanding anything else contained in this Agreement, no Party shall be liable to any other party for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever.
- (d) The Open Group hereby represents and warrants to Trainer Licensee that the Materials provided hereunder is either owned or properly licensed by The Open Group and the use, copying, or distribution thereof by Trainer Licensee does not and will not infringe any property rights of any third party. The Open Group shall indemnify, defend, and hold harmless each of Trainer Licensee and its officers, directors, employees, successors and assigns from and against all third-party claims, suits, demands and actions and for all resulting damages, losses, costs, and liabilities (including reasonable attorney and professional fees) that result or arise from such claims, which in whole or in part, directly or indirectly allege that the Materials, or any part thereof, or its use, import, support, sale or distribution infringe, misappropriate, or violate any intellectual property rights of any third party.

### **5. TERM AND TERMINATION**

- (a) This Agreement shall commence upon the date of last signature by the Parties and shall continue unless and until terminated by either Party in accordance with this section 5.
- (b) This Agreement may be terminated forthwith by either Party on giving notice in writing to the other Party if:
  - (i) Either Party shall have a Receiver, Administrative Receiver, trustee in bankruptcy or like official appointed to take all or part of said Party's property, or a Court of competent jurisdiction shall make an Order to that effect, or shall enter into any voluntary arrangement with its creditors, or shall cease or threaten to cease to carry on business.
  - (ii) Either Party commits any material breach of this Agreement and, (in the case of a breach capable of being remedied), shall have failed, within 30 days after the receipt of a request in writing from the Party so notifying the breach, to remedy the breach.

- (c) This Agreement may be terminated without cause by either Party upon 30 days' notice in writing to the other Party.
- (d) Upon termination, Trainer Licensee shall immediately:
  - (i) Remove all Materials from its systems, electronic or otherwise,
  - (ii) Submit to The Open Group a signed TOGAF® Essentials 2018 Training Materials Termination Certificate ("Termination Certificate").
- (e) Termination of this Agreement shall not be effective until receipt by The Open Group of the Termination Certificate. Without limiting the generality of the foregoing, until the effective termination of this Agreement, the obligation to pay the fees required under this License will continue.

## **6. ASSIGNMENT**

Neither Party shall assign or otherwise transfer its rights or obligations under this Agreement or any part thereof without the prior written consent of the other Party.

## **7. FORCE MAJEURE**

Neither Party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of the Party so delaying, and such Party shall be entitled (subject to giving the other Party full particulars of the circumstances in question, and to using its best endeavors to resume full performance without avoidable delay), to a reasonable extension of time for the performance of such obligation.

## **8. NOTICES**

All formal notices shall be courier or email to the other Party at the addresses given below. Any such notice shall be deemed served if by courier two days after sending and the day after transmission if by email.

## **9. GENERAL**

- (a) This Agreement and the Schedules hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the parties hereby submit to the non-exclusive jurisdiction of the Massachusetts courts.
- (b) No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each of the Parties.
- (c) No forbearance, delay or indulgence by any Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that Party nor shall any waiver of its rights to operate as a waiver of any subsequent breach.
- (d) Nothing in this Agreement shall render any Party a partner or agent of any other Party.
- (e) Unless the context requires otherwise, the singular shall include the plural and vice versa

INTENTIONALLY BLANK

AGREED by the parties through their authorized signatories.

FOR AND ON BEHALF OF

\_\_\_\_\_  
**Trainer Licensee**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR AND ON BEHALF OF

**The Open Group**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Email: [legal@opengroup.org](mailto:legal@opengroup.org)

800 District Avenue, Suite 150

Burlington, MA 01803-5007

United States of America

**Please sign and send this signature page by email to [legal@opengroup.org](mailto:legal@opengroup.org). The Open Group will countersign and return a full copy to your above provided email address.**

# **TOGAF® Essentials 2018 Training Materials Agreement**

## **SCHEDULE 1**

### **The Materials**

The TOGAF® Essentials 2018 training materials in The Open Group house style in the form of a web site containing course display material (PowerPoint Slides), and additional supporting material for running the course.

### **The Fees**

1. The Material License Fee is included in the Credential Training Course Accreditation Fee, which may be found in The Open Group website, <https://certification.opengroup.org/credential-fees>.
2. Materials will be released on condition that this Agreement, the TOGAF® Standard, Version 9.2 Commercial License, the Training Course Accreditation Agreement Training Course Schedule and the Accreditation TMLA v1.3 Trademark License Schedule, both Schedules being for TOGAF® Essentials 2018 Training, have all been fully executed.
3. This license remains valid provided that the Trainer Licensee holds a valid TOGAF® Standard, Version 9.2 Commercial license and is an Accredited Training Course Provider in good standing for the TOGAF® Essentials 2018 Credential.

# **TOGAF® Essentials 2018 Training Materials Agreement**

## **SCHEDULE 2**

### **License Terms for the Trainer Licensee**

1. The Materials supplied to the Instructor are based on original material produced by The Open Group – the originators of the TOGAF® Standard – and are copyright protected.  
Copyright 2018. The Open Group. All Rights Reserved.
2. Use of the Materials is limited to the provision of TOGAF® Essentials 2018 Training during the period covered by The Open Group Accredited Training Course agreement between The Open Group and the Trainer Licensee. All Materials remain the copyright of The Open Group.
3. The Trainer Licensee shall not copy, modify, transmit, distribute, or in any way exploit the copyrighted Materials other than for providing TOGAF® Essentials 2018 Training. It is permitted for hand-outs to be distributed to course attendees, so long as each hand-out is clearly marked with copyright and trademark acknowledgements. Use for any other purposes is expressly prohibited by law.
4. Other than the Affiliate(s), who are permitted to use Trainer Licensee's TOGAF® Essentials 2018 Training courseware that consists of the Materials, The Trainer Licensee shall not permit anyone else to copy, use, modify, transmit, distribute, or in any way exploit the copyrighted Material.
5. The Materials are provided "as is" without warranties of any kind, either express, or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
6. The Open Group does not warrant that the Materials will be error free including technical inaccuracies, nor free of viruses, malware, or other harmful matter. The entire cost of any necessary service, repair, or correction, is the registered user's responsibility. Typos, layout, and errors are editorial and may be corrected.
7. The Open Group may make improvements, or changes, to the Materials at any time without prior notification.
8. All rights not expressly granted herein are reserved.

# TOGAF® Essentials 2018 Training Materials Agreement

## SCHEDULE 3

### Modifications to Materials and Accreditation

The Materials are presented as a set of units configured as:

A training course for TOGAF® Essentials 2018

#### 1. Modifications Permitted

Modifications are permitted to the Materials. These may include rebranding the materials to include the Trainer Licensee logo. It may also include reformulation of the slides so long as it does not alter the compliance, and the checklist mapping is updated to reflect the changes.

These Materials are copyright protected and TOGAF is a registered trademark of The Open Group. The copyright and trademark should be attributed at the start of each course module and on the first page of any handout. The following text should be used.

Based on TOGAF® Essentials 2018 Materials licensed from The Open Group.  
Copyright © 2018 The Open Group. TOGAF is a registered trademark of The Open Group.

#### 2. Accreditation

Licensing these Materials does not confer or imply accreditation of the Materials. Use of the Materials covered by this license is permitted only in connection with the Accredited TOGAF® Essential 2018 course. The terms and conditions of The Open Group Certification for People: Credentials Program apply for any accreditation activity.

Queries on TOGAF® training course accreditation and people certification should be directed by email [atc-support@opengroup.org](mailto:atc-support@opengroup.org). For more information see <http://www.opengroup.org/certifications>.