

LPI Approved Academic Partner (LPI AAP) Program Agreement

This agreement is made between:

--	--	--	--	--

(hereafter, "Partner")

and:

LPI Central Europe,
Open Source Certification GmbH, Kassel, Germany
(hereafter, "LPI")

The parties agree to the following:

Preamble

The Linux Professional Institute (LPI) is an institution that is not related to any manufacturer, which works with partners around the world to establish unified standards for continuing education in the field of free software, especially on the basis of on Linux. LPI offers a standardised, multi-national and recognised program, the "LPI Approved Training Partner Program" ("LPI ATP"), which utilises examinations at multiple levels to certify an individual's Linux skills.

As an addition to the existing program, those providers who offer not-for-profit courses and training programs in Linux and open source are given the opportunity to participate in a partner program.

For this reason, LPI offers partnership to these institutions as a part of its "LPI Approved Academic Partner Program". This form of partnership is available to institutions such as universities, state schools and not-for-profit organisations.

In order to ensure diversity and creativity, LPI does not require that any particular training documents be used. However, LPI and its partners certify training documents in order to maintain quality.

As a part of the LPI AAP program, qualified partners carry out the preparation for the examinations. These partners work exclusively with LPI-certified trainers and training materials.

This agreement makes it possible for the partner to become an "**LPI Approved Academic Partner**" ("**LPI AAP**") and to then participate in the partner program.

1. Training courses, trainers and training materials

The Partner, independently and in its own name, provides not-for-profit training courses intended to prepare individuals for the successful completion of examinations covering their Linux skills.

The Partner will use only LPI-certified personnel and training materials ("LPI Authorized Training Materials, "LPI ATM") in its training courses.

For classroom instruction, the Partner must have at least one instructor who is certified for the LPI level that is being taught. For e-learning, the Partner must have at least one specialist who is certified for the LPI level for which a course is developed and provided.

Depending on the size and the market penetration of the Partner, the Partner will be given an element of flexibility and a transition period regarding the total number of certified trainers. This is to be determined in the agreement between the Partner and LPI.

LPI Approved Academic Partner (LPI AAP) Program Agreement

2. Compliance with the ethical code for training organisations

The Partner is obligated to adhere to LPI's ethical standards, as presented in Attachment 1 of this agreement.

3. Inspection of Partner by LPI

The Partner is obligated to permit LPI to perform occasional inspections of the Partner's records during normal business hours. These will be performed after appropriate advance notice. LPI is obligated to perform these inspections in a manner that does not interfere with the Partner's daily operations.

To ensure the quality of training and adherence to LPI's standards, LPI is to be granted information concerning the qualifications of instructors, in particular.

4. Mutual use of logos

This agreement entitles the Partner to use the "LPI Approved Academic Partner" logo on course materials and "LPI ATM" in connection with the program. LPI is entitled to use the Partner's logo as a part of the program.

These mutually granted rights are non-exclusive and non-transferable. They apply only within Germany, Austria and Switzerland.

The parties do not have the right to grant sublicenses.

The terms of this agreement do not cover other uses of the logos. In particular, the logos may not be modified in any way, nor may they be used in part. The logos may not be used in any manner that is detrimental to their owner and may not be associated with any illegal contents.

The partners to this agreement indemnify each another against third-party claims which arise from a non-approved use of the logo. In this case, the offending partner to this agreement assumes the costs for the required legal defence, including all court and legal fees. This does not apply if no liability for the infringement can be found.

5. Commencement of agreement, annual fee

This agreement takes effect beginning on the first calendar day of the month of _____, 201__.

The annual fee for membership in the program is EUR 199 per partner and location. This is to be paid to LPI within 30 days after invoicing.

During the first year of the agreement, the fee is payable on a monthly prorated basis.

If the Partner has multiple subsidiaries in differing locations, the fee must be paid separately for each location.

6. Access to LPI ATM course materials

As a part of the annual membership, the Partner is given unlimited access to the German-language LPI ATM course materials for non-commercial use. (The Partner may make printed copies of electronic books, available in PDF form, as required.) The materials are intended for internal use; thus, they may only be used within the Partner's training organisation and as a part of the Partner's

LPI Approved Academic Partner (LPI AAP) Program Agreement

continuing education offering. They may not be shared with third parties.

A separate agreement, entitled "Terms and Conditions for the Use of Course Materials from Linup Front GmbH by Schools and Institutions of Higher Education", must be made in order to use the course materials. This is included as a separate document.

7. Proof of not-for-profit orientation

LPI is entitled to obtain proof of the not-for-profit orientation of the Partner at any time. In case of doubt, the Partner must provide proof that it is of a not-for-profit orientation before the commencement of the agreement.

8. Reduced prices for LPI AAP examinations

LPI examinations for Level 1 (LPIC-1) and Level 2 (LPIC-2) are offered to partners in the LPI AAP program at reduced prices. LPI always publishes the current price per LPI examination on its web site. The reduced price refers to paper-based tests (PBT), with a minimum order of 20 examinations. The LPI AAP partner will receive an invoice for this order. The prices listed by LPI do not include any additional German VAT. The LPI examinations offered in the VUE and PROMETRIC testing centres are not available at the reduced price.

9. Changes to the program

LPI reserves the right to make changes to the program at any time. The Partner will be notified of these changes in writing 30 days before they come into effect. LPI will publish the details on www.lpi-german.de. The Partner must inform LPI in writing that it is aware of the changes and that it will observe them.

10. Termination of the agreement

This agreement will initially be concluded for **one complete calendar year**. This agreement is extended for an additional **calendar year** upon additional payment of the fee according to section 5 of this agreement. Either partner to this agreement may withdraw from this agreement upon 30 days advance notice, delivered by registered letter. If there is an important reason, the partners may withdraw from this agreement without observing the advance notice requirement stated above. An important reason exists particularly upon the initiation of insolvency proceedings by one of the partners to this agreement or if initiation is rejected due to insufficiency of assets.

In particular, the permission to use each other's logos ends upon the termination of the agreement.

11. Final provisions

No oral collateral agreements to this agreement have been made. Any changes or additions to this agreement must be made in writing to be effective. The same applies to the waiving of the requirement that changes and additions be made in writing.

This agreement replaces all previous agreements between the parties to the agreement. Any oral agreements which have been made are a part of this

LPI Approved Academic Partner (LPI AAP) Program Agreement

agreement only if they are recorded in this agreement in writing.

In one or more provisions of this agreement are invalid, that provision is to be replaced by a legally valid provision that is commercially nearest to the provision that was chosen, but which is invalid.

This agreement does not establish any corporate relationships between the partners to the agreement. This agreement is not a franchise agreement. Only German law shall be used for legal actions resulting from the contract. The place of jurisdiction is Göttingen.

Place, date

LPI

LPI Partner

Printed:

LPI Central Europe Open Source Certification GmbH Karthäuserstr. 8 34117 Kassel Deutschland	Complete address or company stamp
Linux Professional Institute Inc. 116 Industry Street Toronto, Ontario M6M 4L8 CANADA	VAT ID or tax number

LPI Approved Academic Partner (LPI AAP) Program Agreement

Attachment 1

LPI ethical code for training organisations and academic institutions

LPI requires that training organisations obligate themselves to the same standards of the Linux community as LPI itself does. This means that:

The training organisation will offer a training program at a level of quality reflective of the good intentions, neutrality and objectivity of LPI certification in the Linux community.

The training organisation will develop, publicise and follow a clear training program that links its Linux courses with LPI certification, so that individuals are able to use the training program to plan their further professional development.

The training organisation will offer courses that use teaching methods that are relevant to the format in question. The training processes must be cogent and credible.

The training organisation will encourage practical exercises and/or simulations in its training program.

The training organisation will utilise instructors who have specialised knowledge and teaching experience.