

## 2009 Financial Risk Manager (FRM®)

### Course Provider Listing, Licensing and Data Privacy and Use Agreement

This Course Provider Listing, Licensing and Data Privacy and Use Agreement (the "Agreement") is made between the Global GARP of Risk Professionals, Inc, ("GARP") a New Jersey not-for-profit entity whose offices are located at 111 Town Square Place, Suite 1215, Jersey City, New Jersey, 07310 and, \_\_\_\_\_ (hereinafter referred to as the "Course Provider"), a \_\_\_\_\_ organization/individual, whose primary offices are located at \_\_\_\_\_.

**WHEREAS**, the Course Provider wishes to offer to qualified members of the risk management profession preparatory course materials and/or courses for GARPs' Financial Risk Manager Examination program ("FRM® Examination"); and

**WHEREAS**, the Course Provider wishes to promote its course and course materials to FRM Examination candidates; and

**WHEREAS**, the Course Provider requests that GARP list preparatory course-related information on GARP's website, [www.GARP.org](http://www.GARP.org), and

**WHEREAS**, GARP has determined that it is in the best interests of its FRM Examination candidates to be aware of course providers offering preparatory courses for its FRM Examination; and

**WHEREAS**, GARP desires to list the Course Provider's preparatory course FRM Examination information on its web site in its FRM Examination section and provide to Course Provider such approved contact information provided to it by FRM Examination Candidates who have affirmatively opted-in to have their contact information provided to Course Provider(s) ; and

**NOW THEREFORE**, in consideration of these premises, the mutual covenants and obligations contained herein, and intending to be legally bound hereby, the parties, subject to the terms and conditions set forth herein, agree as follows:

I. **License**

- (a) **"Licensed Marks"** shall mean FRM®, GARP™, Global GARP of Risk Professionals™, and GARP's logo.
- (b) GARP grants the Course Provider a limited, personal, non-transferable, non-exclusive License to use GARP's Licensed Marks solely for the purpose of identifying the Course Provider's FRM 2009 Preparatory Course Materials. *The Course Provider may not use the rights granted by this License for any other purpose, including advertising or promoting any other educational or preparatory courses.*
- (c) GARP reserves all rights not granted to Course Provider as a result of this Agreement. These rights include common law and statutory rights of trademark, trade secret and copyrights owned by GARP.

## II. Use of FRM Candidate Information

- (a) **"FRM Candidate"** shall mean an individual who has registered for GARP's FRM examination.
- (b) **"Candidate Information"** shall mean all information provided to Course Provider by GARP relating to an FRM Candidate, which may include, among other things, FRM Candidate contact information such as the candidate's name, address, phone number or fax number, electronic mail address, as well as any other information concerning the FRM Candidate
- (c) **"Stated Purpose"** shall mean providing information to the FRM Candidate concerning preparation courses and course materials for the FRM examination administered by GARP.
- (d) Course Provider must not provide, use, rent, sell, transmit, disclose, or deliver to any other person, party, firm, corporation or other entity Candidate Information provided to it by GARP unless required by law.
- (e) Course Provider may not use the Candidate Information in a manner which, in the sole and absolute opinion of GARP, tends to mislead, misinform, deceive, disparage or be distasteful in content or presentation, and GARP, in its sole discretion, may require the Course Provider to modify, amend or cease such use(s).
- (f) Permitted Uses and Disclosures by the Course Provider. Course Provider may use Candidate Information to contact the FRM Candidate for the Stated Purpose only in accordance with the following restrictions:
  - i. The initial communication from Company to the FRM Candidate must begin with the following sentence: "We have received your name from GARP pursuant to your opt-in request to obtain information regarding preparation courses for the FRM examination".
  - ii. If the FRM Candidate does not contact the Course Provider after the initial communication from the Course Provider to the FRM Candidate, the Course Provider shall not contact the FRM Candidate a second time.
  - iii. In addition to the purpose permitted under this section (f), Course Provider may use Candidate Information as necessary for the proper management and administration of the Course Provider to carry out the legal responsibilities of the Course Provider.
  - iv. Course Provider shall not use the Candidate Information for any purpose not specifically enumerated in this section (f).

## III. Obligations and Activities of the Course Provider

Notwithstanding any other provision of this Agreement:

- (a) Course Provider shall maintain suitable records, in commercially reasonable detail, with respect to the Course Provider's use, storage and transfer of the Candidate Information and Course Provider agrees that GARP may review, upon reasonable advance notice, such records to ensure compliance with the terms of the Agreement.
- (b) Course Provider shall establish and maintain appropriate safeguards (including appropriate physical, technical, and administrative measures) that reasonably and appropriately protect the confidentiality, integrity, and availability of the Candidate Information
- (c) Course Provider shall immediately mitigate, to the extent practicable, any harmful effect that may become known to the Course Provider of a use or disclosure of the Candidate Information by the Course Provider in violation of this Agreement.

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- (d) Course Provider shall report to GARP any known security incident or any known use or disclosure of Candidate Information not provided by this Agreement.
- (e) Course Provider shall document disclosures of Candidate Information and information related to such disclosures as would be required for GARP to respond to a request by an FRM Candidate for an accounting of disclosures of Candidate Information. Course Provider shall provide such documentation within ten (10) business days of a request by GARP (or in such other time or manner as may be reasonable requested by GARP), to permit GARP to respond to such a request.

### IV. Use of Licensed Marks

- (a) Course Provider may not use the Licensed Marks in a manner which, in the sole and absolute opinion of GARP, tends to mislead, misinform, deceive, disparage or be distasteful in content or presentation, and GARP, in its sole discretion, may require the Course Provider to modify or amend such uses.
- (b) Course Provider must use the appropriate symbol, ®, or ™ after the first use and after each prominent use (e.g., section headings or in larger font) of the Licensed Marks in Course Provider's materials.
- (c) On web sites, each page or section is considered a prominent use.
- (d) The Course Provider must state prominently on all materials prepared by the Course Provider, including the Course Provider's web site(s), which contain or reference the Licensed Marks, the following notice in bold and in a font size no smaller than 8 point:

***GARP does not endorse, promote, review or warrant the accuracy of the products or services offered by (insert Course Provider's name) of FRM related information, nor does it endorse any pass rates claimed by the provider. Further, GARP is not responsible for any fees or costs paid by the user to (insert Course Provider's name) nor is GARP responsible for any fees or costs of any person or entity providing any services to (insert Course Provider's name). FRM®, GARP® and Global GARP of Risk Professionals™, are trademarks owned by the Global Association of Risk Professionals, Inc.***

- (e) Course Provider understands and agrees that all goods and services offered by Course Provider in connection with which the Licensed Marks and FRM exam preparatory courses are used shall be of good quality and that any goodwill arising from Course Provider's use of the Licensed Marks shall belong to GARP.

### V. Term.

- (a) This Agreement shall automatically terminate on November 21, 2009, unless earlier terminated by GARP,
- (b) GARP may terminate this Agreement immediately for breaches or violations of any term of this Agreement at its discretion at any time whereas upon notice of termination Course Provider shall immediately discontinue its use of the Candidate Information and Licensed Marks in all mediums and within ten (10) business days destroy or return to GARP or direct Course Provider's agent to destroy or return to GARP all remaining Candidate Information

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and shall retain no copies of the Candidate Information, at which time this Agreement shall terminate upon the destruction or return to GARP of the Candidate Information.

**VI. Materials to be Provided GARP.** Within thirty (30) days of printing or completion of FRM course materials, Course Provider shall provide GARP with copies of its FRM examination preparatory course materials, including any promotional materials. All materials must be sent to:

Global Association of Risk Professionals, Inc.  
111 Town Square Place, Suite 1215  
Jersey City, New Jersey 07310  
USA  
Attention: FRM Administration

Receipt of Course Provider's materials does not indicate GARP's approval of Course Provider's use of the Candidate Information or the Licensed Marks, or indicate that GARP has reviewed, approved or endorsed the content of any of the Course Provider's materials. At GARP's request, Course Provider shall promptly provide GARP copies of any letters or other documents containing complaints or negative comments about Course Provider's materials, including complaints or negative comments about any course, seminar, or presentation where the Course Provider's materials were used.

### **VII. Additional Restrictions.**

- (a) Course Provider's materials may not include biographical information identifying course instructors or product creators as having present or past affiliation with GARP's FRM Examination Committee, or present or past participation as an FRM examination grader, proctor, supervisor, or question writer or present or past employment with GARP, its affiliates or predecessors.
- (b) Course Provider shall not engage or employ members of GARP's FRM Examination Committee, or any other committees or boards developing or designating curriculum for FRM candidates, or GARP employees to prepare materials or give lectures or presentations (whether or not they are compensated for their services), as part of any program that prepares candidates to sit for the FRM examination regardless of whether or not a fee is charged for the program, while that individual is serving on the committee or board or in the employ of GARP and for one full year after their term of service, appointment or employment ends unless GARP grants prior written approval .

**VIII. Copyright Ownership.** Course Provider acknowledges GARP's ownership of and copyright interests in the Candidate Information and Licensed Marks. The GARP owns the copyright interests in all FRM exam questions and GARP prepared related material including any examination preparatory statement(s) commonly referred to as learning outcome statements and books that are published by GARP.

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- IX. Warranty.** ALL CANDIDATE INFORMATION AND OTHER INFORMATION PROVIDED BY GARP IS PROVIDED ON AN "AS-IS" BASIS WITH NO WARRANTIES OF ANY KIND. ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED.
- X. Indemnification.** Course Provider shall indemnify and hold GARP harmless from any and all claims or actions arising from Course Provider's use of the Candidate Information and Licensed Marks and for any costs and attorneys fees incurred by GARP. GARP shall not be liable for any indirect, incidental, consequential, special, lost profits, exemplary, or punitive damages under any theory or action arising out of the Course Provider's use of the Candidate Information.
- XI. Right Upon Breach.** Any breach of this Agreement by Course Provider shall entitle GARP to immediate injunctive relief and all other relief provided bylaw. Course Provider shall be liable to GARP for the cost and expenses, including reasonable attorney's fees, incurred in connection with the prosecution of any claim by GARP against Course Provider.
- XII. Waiver and Severability.** The failure of either party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right. Should any provision of this Agreement be adjudged unenforceable, such judgment shall not limit or affect the enforceability of any and all other provisions of this Agreement.
- XIII. Assignment.** Course Provider may not assign this Agreement.
- XIV. Governing Law.** Course Provider agrees that the laws of the State of New Jersey, United States of America shall govern the interpretation, construction, and enforcement of this Agreement. Course Provider consents to the personal jurisdiction of the state and federal courts located in the State of New Jersey.
- XV. Complete Understanding and Modification.** This document contains the entire agreement between the parties with respect to the subject matter of this Agreement and it supersedes any prior or contemporaneous agreements whether written or oral. This Agreement may be modified only in a writing executed by a representative of both parties.
- XVI. Authority to Sign.** Each individual signing on behalf of GARP and Course Provider hereby warrants and represents that he/she has received full and proper authorization from his/her respective entity to bind the company, and by signing below does so bind the company, without the need for further documentation or signature.
- XVII. Captions.** The titles and captions of each section, as listed in the Agreement are for convenience only, are not part of this Agreement and shall not affect the interpretation of the Agreement.

## 2009 FRM Training Course Providers

### Candidate Information Request Form

Please check off the region(s) in which you want to receive candidate's information

- Africa
- Asia Pacific
- Australia
- Eastern Europe
- Middle East
- North America
- South America
- Western/Central Europe

\*Please note that the information provided is only for those candidates requesting Training Course Provider information.

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**AGREED:**

\_\_\_\_\_  
**Name of Course Provider**

**Global Association of Risk Professionals, Inc.**

By: \_\_\_\_\_  
**(Signature)**

By: \_\_\_\_\_  
**(Signature)**

Name: \_\_\_\_\_  
**(Printed or typed)**

Name: \_\_\_\_\_  
**(Printed or typed)**

Its: \_\_\_\_\_  
**(office or title)**

Its: \_\_\_\_\_  
**(office or title)**

Please send the agreement via fax +1 201-222-5022 to the attention of Daniel Manzo or by email to [Daniel.Manzo@garp.com](mailto:Daniel.Manzo@garp.com). Alternatively, you can mail the agreement to:

Global Association of Risk Professionals  
Daniel Manzo  
111 Town Square Place  
Suite 1215  
Jersey City, NJ 07310