

## Van Haren Learning Solutions - Partner Application Agreement

Fill in which best practice courseware, exam and/or e-learning you would like to leverage.

Name:			Contact details:					
Organisation:			Mobile Number:			Purchasing account (mail):		
Contact Person:			Email Address:			Name trainer (optional):		
Exam	Courseware	eLearning	Exam	Courseware	eLearning	Exam	Courseware	eLearning
<b>Van Haren Certify Certification</b>			<b>Van Haren Certify Certification</b>			<b>Based on DAMA DMBOK</b>		
<b>Project Management</b>			<b>Project Management</b>			<b>Data Driven</b>		
P3.Express Practitioner PM <sup>2</sup> Foundation by PM <sup>2</sup> Group PM <sup>2</sup> Practitioner by PM <sup>2</sup> Group			eLearning and live virtual courses			Data Management based on CDMP Fundamentals Integration & Interoperability Specialist Modelling And Design Specialist Warehousing & Business Intelligence		
<b>Agile, Devops</b>						<b>Based on other certification bodies</b>		
<b>Agile, Devops</b>						<b>Architecture and modelling</b>		
Agile Foundation Courseware Pragmatic Kanban Foundation Financial operations and cloud computing based on FinOps						BPMN Business Process Modelling EA Modeling based on ArchiMate <sup>®</sup> 3.1 Foundation EA Modeling based on ArchiMate <sup>®</sup> 3.1 Practitioner Enterprise Architecture based on TOGAF <sup>®</sup> EA Foundation Enterprise Architecture based on TOGAF <sup>®</sup> EA Practitioner Enterprise Architecture based on TOGAF <sup>®</sup> EA Bridge Cloud Architecture		
<b>Testing</b>								
CTAP (Certified Test Automatisation Professional)								
<b>Security &amp; Regulatory</b>								
CBP™(Certified BIO Professional) - Foundation CBP™ (Certified BIO Professional) - Practitioner NIS2 Certified NIS 2 Professional								
<b>IT Asset Management</b>			<b>PeopleCert Certification</b>					
<b>IT Asset Management</b>			<b>Project Management</b>			<b>IPMA Certification</b>		
ITAMOrg <sup>®</sup> IT Asset Management Foundation ITAMOrg <sup>®</sup> Software Asset Management Specialist ITAMOrg <sup>®</sup> Hardware Asset Management Specialist			PRINCE2 <sup>®</sup> 7th Edition Foundation Courseware English PRINCE2 <sup>®</sup> 7th Edition Practitioner Courseware - English			Project Management IPMA-D based on ICB 4 Courseware IPMA-C based on ICB 4 Courseware		
<b>Service &amp; User experience Management</b>			<b>Agile</b>			<b>EXIN Certification</b>		
ISM 5 ( Integrated Service Management) Foundation XLA™ Foundation			PRINCE2 Agile <sup>®</sup> Foundation Courseware PRINCE2 Agile <sup>®</sup> Practitioner Courseware			Agile Scrum Foundation Courseware DevOps Foundation Courseware DevOps Professional Courseware DevOps Master		
<b>Data Driven</b>			<b>Portfolio &amp; Risk Management</b>			<b>Security</b>		
CATS <sup>®</sup> Contract Management Foundation MOG Business Design Thinking Fundamentals MOG Growth Hacking Fundamentals AI For Business and Government - NLAIC EDF Generative AI EDF Data Literacy Professional EDF Data Visualization Professional EDF Data Analyse Professional Linked Data AI Basics AI Fundamentals			M O R <sup>®</sup> 4 Risk Management Foundation MoP <sup>®</sup> Foundation Management of Portfolios P3O <sup>®</sup> Foundation Portfolio, Programme & Project Offices P3O <sup>®</sup> Practitioner Portfolio, Programme & Project Offices MSP <sup>®</sup> 5 Foundation Programme Management MSP <sup>®</sup> 5 Practitioner Programme Management Mov <sup>®</sup> Foundation Management of Value Mov <sup>®</sup> Practitioner Management of Value			Information Security Foundation ISO27002'22 Information Security Management Prof. ISO27001'22 Privacy and Data Protection Foundation Privacy and Data Protection Professional		
<b>Business Information Management</b>			<b>Service Management</b>			<b>Digital Transformation</b>		
BISL <sup>®</sup> 4 (Functional- & Information Management) BISL <sup>®</sup> 4 Practitioner (Functional- & Information Management) DID <sup>®</sup> (Strategic Fun. & Inf. Management) ASL <sup>®</sup> 2 (Application Management) ASL <sup>®</sup> 3 (Application Management)			ITIL <sup>®</sup> 4 Foundation ITIL <sup>®</sup> 4 MP Courseware ITIL <sup>®</sup> 4 Direct, Plan, Improve Glossary (DPI) ITIL <sup>®</sup> 4 Specialist – Create, Deliver & Support (CDS) ITIL <sup>®</sup> 4 Specialist Drive Stakeholder Value (DSV) ITIL <sup>®</sup> 4 Specialist High Velocity IT (HVIT) ITIL 4 Strategic Leader (SL) ITIL 4 Leader Digital and IT Strategy (DITS) TRIM (The Rational IT Model™) Foundation			VeriSM Foundation VeriSM Professional Blockchain Foundation		
<b>Architecture &amp; Modelling</b>						<b>LSSA Certification</b>		
BIAN Banking Architecture Foundation Courseware BIAN Data Architecture & Design Specialist						Organizational Management Lean Six Sigma White - Belt LSSA Lean Six Sigma Yellow - Belt LSSA Lean Six Sigma Green - Belt LSSA Lean Six Sigma Black - Belt		
						<b>APMG Certification</b>		
						Service/Operation Management Service Automation Framework OBM Foundation		

Products above can be found via [www.vanharen.store](http://www.vanharen.store). Most products are available in the English and Dutch languages. Secondary languages are German, Spanish and French. Some specific products are also available in Portugese, Italian, Chinese and Japanese.  
If you need any additional information related to existing or new products, please contact us via [solutions@vanharen.net](mailto:solutions@vanharen.net).

Please forward this form to [accreditation@vanharen.net](mailto:accreditation@vanharen.net) after completion

## THE UNDERSIGNED

- i. The private company with limited liability **Van Haren Group B.V.**, having its registered office and principal place of business in ‘-Hertogenbosch, at the address Emmaplein 4, duly represented in this matter by Miriam Blom, director, hereinafter referred to as: “**Van Haren**” and
- i. The private company with limited liability \_\_\_\_\_, having its registered office and principal place of business in \_\_\_\_\_, duly represented in this matter by \_\_\_\_\_, hereinafter referred to as: “**Partner**”;

## UPON CONSIDERING THAT

- a. Van Haren owns, is entitled respectively to – either or not by means of a licence- (the exploitation of) the intellectual property rights, among which the copyright of the material mentioned in the attached list (Attachment 1), hereinafter referred to as “**the Material**”;
- b. Partner is a training organisation committed to train individuals/students and to provide them with training courses. Partner wants for training and educational purposes to use the knowledge embodied in the Material, however without copying the Material or part of it. Partner is committed to prescribe the Material to the individuals/students and to purchase at Van Haren a (paper or e- book) copy of the Material for every single individual/student that takes part of the training course and provide this to the individual/student.
- c. Van Haren is willing to provide Partner with a non-exclusive and royalty-free license of the following conditions and therefore:

## HAVE AGREED AS FOLLOWS:

### Article 1      Licence

1. Van Haren herewith grants Partner during the term of this agreement a non-exclusive, non-transferable licence to use the knowledge embodied in the Material, such for training and educational purposes only. This royalty-free licence is granted exclusively for the Material designated and checked on Attachment 1 and exclusively for the duration of this agreement.
2. Van Haren grants Partner this licence specifically considering the capacity, quality and activities of Partner and Partner is not permitted to transfer the licence, or any part of it, in any way, among which in any case but not solely is included the resale to any third party or to grant any sub-licence, without explicit prior approval in writing by Van Haren.

3. Partner undertakes to prescribe the Material to the individuals/students and to purchase at Van Haren a (paper or e-book)copy of the Material for every single individual/student that takes part of the training course and provide this to the individual/student.

## **Article 2 Intellectual Property**

Notwithstanding the license granted in article 1, all intellectual property rights concerning the Material remain property of Van Haren at all times, or of the party who owns these rights. Nothing in this agreement will lead to the creation or the transfer of any (intellectual) property right for or to Partner, any individual and/or student from Partner or any other natural person or legal entity.

## **Article 3 Obligations**

1. Partner will use the knowledge embodied in the Material exclusively in accordance with the conditions of this agreement.
2. It is not allowed for Partner to perform its training and educational activities in a way which, to the exclusive judgment of Van Haren, may be considered unsuitable or inappropriate or which may harm the name or reputation of Van Haren, or the author(s) of the Material or any other party concerned.
3. It is not allowed for Partner to use the knowledge embodied in the Material in a way which may be misleading against third parties.
4. The license granted under article 1 does not include and Partner is therefore not allowed to copy, share, re-sell, publish or use the Material, or part thereof, in any way whatsoever.

## **Article 4 Review/Audit**

1. Partner enables Van Haren on first request to inspect, check and verify whether number of participants to the training courses performed by Partner match the volume of the (paper or e-book)copy of the Material purchased as required in article 1.3 of this agreement.

2. Partner will keep an adequate administration related to the numbers and volumes. The administration concerning shall, be available for inspection by Van Haren.

## Article 5 Infringement

1. In case Partner becomes aware of any violation or impending violation of the copyright on the Material, he will inform Van Haren as soon as possible, in writing and as accurately as possible.
2. Van Haren exclusively decides about possible measures, both legal and non-legal, in case an (impending) violation of the Material is established. On request of Van Haren Partner will cooperate with any measures and actions by Van Haren concerning the Material.

## Article 6 Indemnification

1. Any use of the knowledge embodied in the Material happens at the sole expense and risk of Partner. Except in case of gross negligence or intention by Van Haren, every liability of Van Haren for damage or costs for Partner or for third parties, as a consequence of the use of the knowledge embodied in the Material, is excluded. Partner will indemnify Van Haren, its directors, employees and/or agents against any liability stemming from the use of the knowledge embodied in the Material. By agreeing to this agreement Partner agrees to indemnify, defend and hold harmless Van Haren from and against all claims of any third party
2. By signing this agreement Van Haren declares that she is not acquainted with violation of rights of third parties by this agreement. Van Haren does not indemnify Partner against claims of third parties under or connected with (alleged) violation of intellectual property rights by this agreement.

## Article 7 Key Articles and Conditions for Reselling eLearning and Live virtual course Vouchers

When reselling eLearning or Live virtual course vouchers, several important aspects should be addressed in your contracts or terms and conditions. Below are the updated key points to include:

### 1. Licensing Agreement and Usage Rights

- **Resale Permission:** The voucher may be resold by the reseller at a fee of their own preference, provided that all other terms and conditions are adhered to.
- **Usage Restrictions:** Vouchers are for personal use only by the end-user and may not be

transferred or shared unless explicitly permitted.

- **External Conditions:** Exam vouchers may be subject to **external conditions** set by governing accreditation bodies. Both Van Haren and any involved parties must adhere to these conditions. These conditions will be provided where applicable.

## 2. Validity and Activation

- **Validity Period:** Clearly state that vouchers are valid for either **180 days** or **365 days**, depending on the specific voucher terms.
- **No Refund After Activation:** Once a voucher is activated, it **cannot be returned**, and no refunds will be issued for the amount paid.
- **Provision Timeline:** Vouchers will be provided within **7 working days** of purchase, unless otherwise agreed.

## 3. Ownership and Intellectual Property Rights

- **Restriction on Reproduction:** All eLearning and/or live virtual class course content is subject to copyright and may not be copied, distributed, or modified under any circumstances.
- **Ownership by Provider:** The eLearning and/or live virtual class course content remains the intellectual property of the original provider, with usage rights granted through the voucher.

## 4. Pricing and Payments

- **Pricing Policy:** Resellers are permitted to set their own resale price for vouchers, provided that external conditions or guidelines do not specify otherwise.
- **Payment Terms:** Payments for vouchers must be made according to the agreed schedule between parties.
- **Refund Policy:** Include a strict policy stating that refunds are not available once a voucher has been activated.

## 5. Complaints Procedure, Warranties and Liability

- **Limited Liability:** Van Haren and related parties are not responsible for dissatisfaction with the eLearning and/or Live virtual course content. The quality and content of the material remain the responsibility of the original provider.
- **Technical Issues:** Any technical issues related to the voucher or the eLearning and Live virtual course platform will be addressed within **market-conform SLA terms**. Users should contact **solutions@vanharen.net** for assistance.
- **External Accreditation Requirements:** If the voucher includes an exam, any requirements set by governing accreditation bodies (e.g., eligibility criteria, deadlines) must be followed.

- In case that a governing body has additional requirements, such as change of the content. Change of the product description on the website or if or how the product is offered on the website. Then the partner is obligated to adhere these regulations accordingly.
- Partner can not hold Van Haren liable for these requests or requirements, or any loss that may arise from these requirements.
- **Liability for Misuse:** Resellers and end-users are responsible for ensuring that vouchers are used lawfully and as intended.

## 6. Privacy and Data Protection

- **Data Handling:** Clearly outline how buyer and end-user data will be processed and protected.
- **Third-Party Sharing:** Obtain explicit consent to share user data with the original provider or governing bodies if required for voucher activation or accreditation purposes.

## 7. Suspension and Termination

- **Right to Suspend:** Vouchers can be revoked in cases of non-payment, fraudulent activity, or violation of terms and conditions.
- **Termination:** Clearly define the scenarios in which a voucher may become invalid (e.g., failure to activate within the validity period).

## 8. Protection of Brand Image

The partner, reseller, or any third party is strictly prohibited from engaging in any actions or behaviors that could harm, damage, or jeopardize the brand image, reputation, or goodwill of Van Haren. This includes, but is not limited to, misleading advertising, unethical business practices, or unauthorized use of Van Haren's branding materials. Any breach of this clause may result in immediate termination of the agreement and potential legal action."

## 9. Exclusivity in Successful Offerings

If a Van Haren product is included in an offering or proposal procedure that leads to a successful agreement or project, the partner, reseller, or third party is prohibited from replacing Van Haren or its product with a self-made or alternative product in the execution of that agreement or project. To ensure compliance with this clause, the partner, reseller, or third party must provide Van Haren with reasonable insight into their activities and related agreements upon request. Any attempt to bypass Van Haren in this manner will be considered a breach of this agreement, and Van Haren reserves the right to take appropriate legal or contractual action.

## 10. Costs or Damages Related to Partner Products

Any costs or damages arising from the products, services, or actions of partners, resellers, or third parties cannot be transferred to Van Haren. Van Haren shall not be held liable for such costs or damages under

any circumstances. This includes what ever will be claimed withing the eLearning or when this is not within expectation of the end user.

### **11. Protection of Brand Image**

The partner, reseller, or any third party is strictly prohibited from engaging in any actions or behaviors that could harm, damage, or jeopardize the brand image, reputation, or goodwill of Van Haren. This includes, but is not limited to, misleading advertising, unethical business practices, or unauthorized use of Van Haren's branding materials. Any breach of this clause may result in immediate termination of the agreement and potential legal action."

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## **Article 7**

- 1 In case any use of the Material or part thereof is subject to certain regulations and quality requirements of an accreditation body, Partner agrees to follow these regulations and quality requirements.

## **Article 8 Duration and termination**

1. This agreement is concluded for a period of one year and will be tacitly renewed subsequently for periods of one year.
2. Both parties may dissolve this agreement by means of a registered letter when the other party, after an adequate written notice of default in which a reasonable term is granted to as yet fulfil the obligations of this agreement, imputably fails to fulfil his obligations.
3. Van Haren may terminate this agreement in writing with immediate effect in case:
  - a. the bankruptcy of Partner is adjudicated or Partner is granted suspension of payments;
  - b. Partner ceases the business operations;
  - c. Partner fails to fulfil an obligation from this agreement and the fulfilment of this obligation is no longer possible;
  - d. Partner acts contrary to article 1 and/or 3 of this agreement; or
  - e. Van Haren no longer has the right to grant licences concerning the Material;

4. This agreement may be terminated by any party subject to 30 days written notice.
5. All obligations stemming from this agreement which by their very nature ought to apply after termination of this agreement, will apply unimpaired after the termination

**Article 9      Applicable law, competent court**

1. To this agreement and to all legal acts stemming from it, Dutch law exclusively applies.
2. Disputes between parties stemming from or concerning this agreement or legal acts stemming from this agreement will be settled exclusively by the competent court in Amsterdam.

As agreed and signed in \_\_\_\_\_ on \_\_\_\_\_

**Van Haren Group B.V.,**  
on its behalf,

\_\_\_\_\_  
Mrs. M. Blom  
director

on its behalf,

\_\_\_\_\_