

# HRCI Recertification Provider Agreement

PLEASE READ THIS HRCI RECERTIFICATION PROVIDER AGREEMENT CAREFULLY.

This is a legal agreement between the organization you represent (the HRCI Recertification Provider or "RP") and the HR Certification Institute, Inc. ("HRCI", also referred to in the Agreement as "we", "us", and "our"). This Agreement describes the term and conditions that apply to organizations seeking to become an RP and maintain their status as an RP. This Agreement also applies to Conference Providers, a category of RP that is limited to one conference, as more fully described below and in the HRCI Recertification Provider Program Policies and Procedures. The terms of this Agreement are so important that we cannot allow your organization to participate in the HRCI Recertification Provider Program ("RP Program") as an RP unless you accept them on behalf of your organization, by clicking "I AGREE" at the end of the Agreement. By clicking "I AGREE" and accepting these terms on behalf of your organization, you are representing and warranting to HRCI that your organization has authorized you to sign legally binding agreements on behalf of the organization, and that you will serve as the primary contact of your organization for the HRCI Recertification Provider Program.

Throughout the rest of the Agreement, the terms "you", "your," and "RP" means the company, organization, or training program entering into this Agreement and participating in the RP Program.

## 1. Effective Date of Agreement and Incorporated Terms and Conditions

At the time you submit a new or renewal application to HRCI in order to participate in the RP Program, the terms and conditions of this Agreement shall apply in full force and effect, until terminated pursuant to the terms set forth below. The following additional terms and conditions apply to the RP Program, all of which are incorporated by reference into and made part of this Agreement: [HRCI Recertification Provider Program Policies and Procedures](#), [HRCI Recertification Policies and Procedures Handbook](#), [HRCI Privacy Policy](#), and [HRCI Website Terms of Use](#) (the "Additional Terms"). When you accept the terms of this Agreement, you are representing and warranting to HRCI that you have read, understand, and accept all of the Additional Terms incorporated herein. While all of the Additional Terms are important and have legal effect and you are responsible for compliance with all of them, you should ensure that all of your staff who develop and administer your RP programs have a deep understanding of the policies and procedures set forth in the HRCI Recertification Provider Program Policies and Procedures and HRCI Recertification Policies and Procedures Handbook, all of which are critical to establishing and maintaining compliant RP programs that will be approved by HRCI. To the extent of any conflict between this Agreement and any of the Additional Terms, the terms shall take precedence in the following order: this Agreement, the HRCI Recertification Provider Program Policies and Procedures, HRCI Recertification Policies and Procedures Handbook the HRCI Privacy Policy and the HRCI Terms of Service. HRCI reserves the right to modify the Additional Terms at any time, in its sole discretion, and any such modified Additional Terms will take effect immediately upon written notice to you via email or by posting on the HRCI website.

## 2. Fees

In order to participate in the RP Program, you must pay the applicable fee before HRCI will consider your new or renewal application for participation in the RP Program. HRCI will notify you of the applicable fee at the time you submit your application. Different fees apply based on the RP category for which you are applying and the duration of RP status, which ranges from one to three years for all RPs other than Conference Providers. If you are applying as a Conference Provider, each fee is limited to one conference and additional fees must be paid for each additional conference. You understand that we may increase the fee for the RP Program at any time, and your renewal will be subject to the increased fees established in our sole discretion. If you do not pay the RP Program fee following

renewal, we will terminate your participation in the RP Program. You understand and agree that all fees paid to HRCI are non-refundable, regardless of your actual use of the RP Program, except in limited instances as set forth in detail the HRCI Recertification Provider Program Policies and Procedures.

### 3. Trademarks

During the Term of the Agreement, upon HRCI's approval of your new or renewal RP application and payment of the applicable fees to HRCI, you grant to us a worldwide, nonexclusive, royalty-free, fully paid right and license to use and display your organization's name, trademarks, service marks and logos relevant to your RP program ("RP Marks") on HRCI's websites, which may be hosted and/or operated by third parties, and in any other digital method of display and distribution in connection with your participation in the RP Program and this Agreement.

During the Term of the Agreement, upon HRCI's approval of your new or renewal RP application and payment of the applicable fees to HRCI, you may use the HRCI name, applicable Certification Exam name for which you have approved RP programs and the HRCI Recertification Provider Seal ("HRCI Marks") in accordance with the terms provided in this Agreement, HRCI Recertification Provider Program Policies and Procedures and any additional written instructions provided by HRCI regarding its use. In using the HRCI Marks, you must: (i) only use the images of the HRCI Marks that we make available to you, without altering them in any way; (ii) only use the HRCI Marks in connection with the RP Program and this Agreement; and (iii) immediately comply if we request that you discontinue its use. You must not: (i) use the HRCI Marks in a confusing, misleading, or disparaging way; (ii) except as explicitly provided in this Agreement, use the HRCI Marks in a way that implies we endorse, sponsor or approve of your services or products; (iii) sublicense the HRCI Marks or allow any third party to use it; or (iv) use the HRCI Marks in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

### 4. Intellectual Property Ownership

"HRCI IP" means all intellectual property created, owned, exclusively licensed, or controlled by HRCI or our subsidiaries or affiliates, including but not limited to all HRCI Certification Exams, HRCI Exam Content Outlines, published and unpublished HRCI certification and recertification training and education content, HRCI certification program documentation, HRCI marketing and advertising content, HRCI website content, and HRCI trademarks and logos. "HRCI Certification Exams" means the certification tests that certificants must pass to become certified by HRCI including but not limited to the following certification tests: aPHR, aPHRi, PHR, PHRca, PHRi, SPHR, SPHRi, and GPHR.

HRCI IP is the sole and exclusive property of HRCI or our licensors (if any). We retain all ownership rights in HRCI IP. HRCI, the HRCI certification logos, the HRCI Marks, HRCI badges, and other trademarks and service marks that we use from time to time are our exclusive property and you may not use them without our prior written permission, except as otherwise expressly set forth in this Agreement. Except for the limited license for RP to use the HRCI Marks as provided above, HRCI is not transferring any of our rights in the HRCI IP to you or granting you any other license or permission to use HRCI IP.

"RP Recertification Materials" means the professional education program content and related descriptions that you as the RP provide to customers in connection with their recertification programs, which may include, but are not limited to, program agendas, learning objectives, program bibliographies, program reading materials, slide shows, videos, and written descriptions of program activities.

The RP Recertification Materials and the RP's name and logo are the exclusive property of you and/or your licensors (if any). You will retain all ownership rights in the RP Recertification Materials and your name and logo.

Except for HRCI's right to review and/or audit the RP Recertification Materials in accordance with HRCI's rights under this Agreement and the Additional Terms and the limited license granted to HRCI to use your organization's name and logo as provided above, you are not transferring any of your rights in your name, logo or the RP Recertification Materials or granting HRCI any other license or permission to use your name, logo or the RP Recertification Materials.

## 5. Term and Termination

- a. **Term.** This Agreement will take effect on the date you submit your new or renewal RP application to HRCI and pay the required fee and shall remain in effect for the time period for which you have paid the applicable fee, which ranges from one to three years (the "Term"). Notwithstanding the foregoing terms, for Conference Providers, the Term of the Agreement is one year and remains limited to one conference during the Term, as provided in Section 2 of this Agreement and the HRCI Recertification Provider Program Policies and Procedures. In order to renew or extend your participation in the HRCI RP Program, or to obtain approval as a Conference Provider for an additional conference during the Term or thereafter, you must submit a renewal application and the applicable fee. In each instance or renewal, you must accept this Agreement and the Additional Terms in force at the time of the renewal, which HRCI may modify at any time, in its sole discretion.
- b. **Provisional Acceptance Termination.** We may terminate this Agreement immediately upon notice to you within the Provisional Acceptance Period, which is the time period that begins upon submission of your application and the required fee to become an RP or renew RP status and ends upon HRCI informing you of a decision to deny your application. This termination right does not limit our right to otherwise terminate this Agreement in accordance with the additional termination provisions below.
- c. **Termination Without Cause.** Both you and we may terminate this Agreement on thirty (30) days' written notice to the other party for any reason or no reason.
- d. **Termination for Cause.** We may terminate this Agreement: (i) upon thirty (30) days' notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) immediately, if HRCI has reason to believe that you are infringing or have infringed or misappropriated HRCI IP, (iii) immediately, if HRCI has reason to believe that you have created or provided false or misleading recertification program information, (iv) immediately, if you violate any applicable local, state, federal, or foreign laws or regulations, or (v) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.
- e. **Effects of Expiration/Termination and Availability of Refunds.** Upon termination or expiration, you will lose your status as an RP or a Conference Provider, as applicable, and you will immediately discontinue all use of the HRCI name and all related HRCI IP, including but not limited to the HRCI Marks. If you terminate the Agreement, HRCI will not issue any refunds for previously paid fees, except in limited instances as set forth in detail the HRCI Recertification Provider Program Policies and Procedures. If we terminate the Agreement for cause, we will not issue any refunds for previously paid fees. All other refunds, where applicable, will be issued in accordance with the terms provided in the HRCI Recertification Provider Program Policies and Procedures.

## **6. RP Representations and Warranties**

You represent and warrant that: (i) your participation in the RP Program will not conflict with any of your existing agreements or arrangements; (ii) you own or have sufficient rights to use and to grant to us our right to use your trademark; (iii) your RP Certification Materials do not violate, infringe or misappropriate the rights of any third party; (iv) you will provide timely, accurate and truthful information to HRCI regarding all RP Recertification Materials and RP programs submitted to HRCI for credit and all attendance and participation records; (v) you will read and comply the terms of this Agreement and all Additional Terms; and (vi) you will comply with all laws and regulations that apply to the performance of this Agreement.

## **7. Monitoring and Audits**

HRCI reserves the right to monitor and/or audit your compliance with this Agreement and all incorporated Additional Terms at any time in HRCI's sole discretion. You are required to cooperate in all audits and promptly produce all requested information and documents in response to any HRCI audit request. You are required to facilitate the observation by HRCI monitors of the first three (3) RP programs immediately following RP status approval of your program, and in any other instance when requested by HRCI. You are required to waive the fees for all HRCI monitors who attend your program to monitor on behalf of HRCI or in connection with an HRCI audit.

## **8. Indemnification**

Unless RP is a public institution or agency that is prohibited by applicable state law from indemnifying other parties, you will indemnify, defend and hold us and our officers, directors, employees, agents, service providers, licensors, and affiliates (the "Indemnified Parties") harmless, at your expense, against any third-party claim, demand, suit, action, or proceeding (each, an "Action") brought against us or the Indemnified Parties by a third party to the extent that such Action is based upon or arises out of (a) your participation in the RP Program, (b) your noncompliance with or breach of this Agreement, (c) your or your customers' use of your RP Training Materials, or (d) any dispute you may have with a customer or other third party that relates to the RP Program or HRCI. We will: notify you in writing within thirty (30) days of our becoming aware of any such Action; give you sole control of the defense or settlement of such Action; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the Action. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent. If RP is a public institution or agency that is prohibited by applicable state law from indemnifying other parties, this Indemnification provision shall not apply to you.

## **9. Non-Exclusivity**

This Agreement does not create an exclusive agreement between you and us. HRCI may, in our sole discretion, grant RP status to any organization that meets the requirements of the RP Program and accepts the terms of this Agreement.

## **10. Additional RP Commitments**

- a. Provide timely, accurate and truthful information to HRCI for all and RP programs submitted and all records of participation by attendees.

As an approved HRCI RP, your organization will:

- b. Conduct your operations, courses and programs in an ethical manner that respects the rights and worth of the people we serve.
- c. Timely communicate RP program changes in the type of credit, the number of hours, and/or its' relevance to HRCI's Certification Exams if HRCI notifies you of the need for any such changes following review of the program for credit.
- d. Provide full and accurate information about HRCI pre-approved programs, services, and fees in your promotions and advertising.
- e. Promptly report in writing to HRCI any significant content change or educational contact hour changes to an existing pre-approved course or program.
- f. Maintain and abide by a records retention policy that ensures the retention of all RP Certification Materials and related attendance and participation records in compliance with applicable laws, regulations, and industry standards.

**BY CLICKING THE "I AGREE" BUTTON BELOW, APPLYING FOR OR PARTICIPATING IN THE RP PROGRAM, YOUR ORGANIZATION AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL INCORPORATED ADDITIONAL TERMS, POLICIES AND WRITTEN INSTRUCTIONS OF HRCI.**

I AGREE