

This Course Review Purchase Agreement (“Agreement”) is between Green Business Certification Inc. (GBCI), a District of Columbia not-for-profit corporation with its principal place of business at 2101 L Street NW, Suite 500, Washington, DC 20037, and You, the individual or organization purchasing course review(s).

WHEREAS, GBCI is a non-profit organization which provides third-party project certification and professional credentials recognizing excellence in green building performance and practice;

WHEREAS, GBCI has entered into an agreement with the International Well Building Institute (“IWBI”) and is thus authorized to promote, establish, operate and manage IWBI’s WELL Program world-wide, including the review of Educational Courses (defined below);

WHEREAS, GBCI has, through license or ownership, the right and authorization to review Educational Courses for programs, including but not limited to, LEED, PEER, SITES, Parksmart, Investor Confidence Project (ICP), EDGE, TRUE, and the City Climate Planner Program (CCPP) and ISSP credential programs;

WHEREAS, You are an individual or an organization that is submitting an Education Course to be reviewed by GBCI;

WHEREAS, You wish to pay for the submission of courses to be reviewed by GBCI.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the mutual benefits derived here from, and other good and valuable consideration provided each unto the other, the receipt and sufficiency of which is acknowledged by the Parties’ acceptance of this Agreement, it is agreed as follows:

1. **SCOPE OF AGREEMENT:** This Agreement consists of the recitals, terms, conditions, and provisions expressly set forth herein, which are intended to be complementary and interpreted in harmony so as to avoid conflict. This Agreement constitutes a fully integrated agreement that supersedes any and all prior agreements between You and GBCI concerning the education review services identified herein.
2. **SCOPE OF SERVICES:**
 - 2.1. **Your Obligations.** In exchange for the license herein conferred and other good and valuable consideration, You agree to meet the following, hereinafter collectively referred to as “Your Obligations”:
 - 2.1.1. Utilize course content that is objective, science-based, and independent from political, ideological, and commercial influence. Content is based upon sound research, logic and expertise, and verifiable through publicly available, reliable, and credible third-party sources. Information in course materials will be reviewed by GBCI with the expectation that Course content is fact-based, not opinion based. Subject matter expert reviewers may require course presentations to include links to content sources for any assertions made;
 - 2.1.2. Utilize the course review system to submit course content relevant to general green building concepts such as environmental sustainability, human health and wellness, and/or specific to any rating system or standard for review (the “Education Course”);
 - 2.1.3. Utilize approved course content throughout the three (3) year period for which a course is approved by GBCI.
 - 2.1.4. Adhere to the [GBCI Continuing Education Course Review Criteria](#);

- 2.1.5. Submit course materials in English. If You are submitting a non-English course, please provide an English translation for the essential informational requirements for such course. Your course content can still be in non-English when promoting or hosting such course.
- 2.1.6. Submit only one course per review application, meaning that you may not substitute a different course for your initial submitted course, should your initial submitted course be rejected after the first round of review.
- 2.1.7. Submit only unique courses that have not been previously submitted to GBCI for CEU, with the following exceptions:
 - 2.1.7.1. Submitting a previously approved live-format course as an on-demand format.
 - 2.1.7.2. Submitting a previously approved expired course for re-approval.
- 2.1.8. Follow the applicable trademark policies and branding guidelines of the relevant organizations, including but not limited to [GBCI](#), [USGBC](#) (in the case of LEED course, for instance), and [IWBI](#) (in the case of WELL courses).
- 2.1.9. Provide accurate, complete, and truthful information to GBCI in all transactions pursuant to this Agreement, and make full disclosures of all information requested by GBCI in a timely manner;
- 2.1.10. Provide accurate and truthful representations regarding Your Education Course in all marketing and advertising of products, publications and/or services;
- 2.1.11. Market such Education Course(s) only truthfully and refrain in such marketing from portraying that any particular course (and especially the Course) is required to maintain a credential.;
- 2.1.12. Use and/or allowing third parties to use attendee identifying information (including but not limited to email addresses and phone numbers) only with the consent of the attendee;
- 2.1.13. Refer to, advertise, promote, market or otherwise a course as “Approved by GBCI® for x [general or rating system-specific] CE hours” *only* after it has received approval by GBCI. A course may not be referred to as “pending” approval at any time in any manner;
- 2.1.14. Comply with, and fully satisfy, its responsibilities under all GBCI education review criteria as may be amended from time to time. You acknowledge that it is Your responsibility to check the review criteria for updates; and
- 2.1.15. Conduct all educational and business operations in an ethical, professional, and lawful manner.
- 2.2. GBCI’s Obligations. GBCI shall provide the following to You during the Term:
 - 2.2.1. Review Education Course review applications submitted by you in order to ensure that approved continuing Education Courses meet the course review requirements; and
 - 2.2.2. Conduct all educational and business operations in an ethical, professional, and lawful manner.
- 2.3. Audit. You acknowledge that all courses are subject to audit by GBCI reviewers even after approval has been granted. You agree to retain all course records, including rosters of attendees, course promotional materials, and presentation materials for a minimum of three (3) years following each course delivery.

2.4. Retroactive Review. You acknowledge that GBCI course approval is *not* retroactive and courses will not be reviewed after they have taken place. Courses must be submitted at least 25 business days in advance of the first course offering to ensure that the review process can be completed, and any potential issues addressed before the course begins.

2.5. Approved Courses. This Agreement is for the purpose of recognizing only those Education Courses submitted by You and approved by GBCI. You agree that You shall take affirmative steps to avoid creating any inference or implication that other, non-approved courses are approved by GBCI. To that end, You agree to make no statements or representations indicating or implying, in any manner, that GBCI has accredited, certified, sponsored, or endorsed any other Education Course, products, publications, credentials, certificates, or services of Yours. You shall use the approved messaging in order to describe Your relationship with GBCI.

3. INTELLECTUAL PROPERTY

3.1. Grant of License. Upon the approval of a course by GBCI, GBCI shall grant You a limited, nonexclusive, nontransferable license (the "License") for use of the following Phrases:

"This course has been approved by GBCI® for x general CE hours."

"This course has been approved by GBCI® for x [insert name of rating system/standard]-specific CE hours."

3.2. Application of License. The License is effective from date of approval of the Education Course(s) by GBCI through the term of this Agreement (see below) and may be terminated by GBCI at any time for any breach of the Agreement or the License terms. The Phrases remain the property of GBCI at all times. The License is not transferable and may not be implied to be granted to any other Education Course not reviewed and specifically approved by GBCI, nor shall it be used for any courses or services other than those named on the Education Course review application. Use of the Phrases shall cease immediately in the event of voluntary withdrawal of the GBCI approved Education Course by You or revocation of approval by GBCI for an Education Course(s).

4. TERM: The term of this Agreement shall be effective from the date of execution until three (3) years after the Education Course submitted by You hereunder is approved by GBCI. GBCI Course approval expires after three years, at which point a new course review must be purchased and the course must be resubmitted to GBCI. However, Live Conference/Summit approval is for a specific scheduled one-time event only. Further, *nota bene*, changes in approved course content require a new GBCI course review, including payment.

5. FEE: As consideration for GBCI's review of the Education Course(s) submitted by You hereunder, You agree to pay GBCI certain fees in accordance with the applicable fee schedule (the "Fee Schedule"), (collectively, the "Fees"). An Education Course may be submitted for review anytime within twelve (12) months following payment of the fee. The fee is non-refundable, regardless of whether you submit an Education Course for review. The [Fee Schedule](#) is available for review online.

6. TERMINATION. This Agreement, the License and the rights granted hereunder will terminate automatically if the You fail to comply with terms herein and fails to cure such breach within thirty (30) days of becoming aware of the breach. Provisions which, by their nature, must remain in effect beyond the termination of this Agreement shall survive. Upon termination and/or withdrawal of approval of an Education Course, You shall refrain from making any representation of any association of such Education Course with GBCI,

including, but not limited to immediately removing all electronic and internet materials from public access and removing such reference from all printed materials as soon as practicable.

7. **FORCE MAJEURE:** Either party may cancel or suspend its obligations under this Agreement if such obligations are delayed, prevented, or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is delayed, prevented, or rendered impractical:

Fire; flood; earthquake; civil commotion; insurrection; Act of God; labor disputes; strikes; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; war; shortage or inability to obtain materials, supplies or utilities (including a shortage or inability to meet needs for materials or supplies); any law, ordinance, rule or regulation that becomes effective after the date of the execution of this Agreement, or other exigent circumstance or emergency making it inadvisable, impracticable, illegal, or impossible to perform its obligations hereunder.

The non-performing party shall give written notice of cancellation to the other party within ten (10) business days of any such event, or this provision shall be invalid. The non-performing party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a pro rata reduction in the consideration which otherwise would be payable or due under this Agreement.

8. **LIMITATION OF LIABILITY:** Each party of this agreement agrees to hold harmless and indemnify the other, its directors, officers, employees, and agents for any and all damages, claims, judgments, losses, costs, and expenses, including attorney's fees, which may arise from or relate to this agreement or Your Education Course. Further, each party of this agreement hereby releases, discharges, and exonerates the other from and assumes full responsibility for any and all damages, claims, losses, costs, and expenses which it may incur, arising from or relating to this agreement and/or educational courses offered by You, unless such damage or loss results from the sole negligence, gross negligence, or willful misconduct of the respective party, its directors, officers, employees, or agents.
9. **NOTICE:** Unless otherwise stated, all notices required under this Agreement must be in writing and will be considered given upon personal delivery of a written notice, within forty eight (48) hours after deposit in the U.S. Mail (certified or registered), upon delivery by overnight or private courier, or upon confirmation of transmission by facsimile transmittal or electronic mail addressed to the Parties. Notice must be addressed as shown below, unless a different address is designated in writing by the receiving party.
10. **OTHER PROVISIONS:**
- 10.1. **Entire Agreement.** This Agreement represents the entire agreement of the Parties and supersedes any other understanding of the Parties concerning the subject matter herein. There are no other representations, covenants, arrangements, or understandings, either written or oral, between the Parties relating to the subject matter which are not fully expressed herein or have been relied upon in entering into this Agreement.
- 10.2. **Waiver.** The waiver of a breach of any of the terms hereof or of any default hereunder, shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the waiving party.

- 10.3. **Survival.** You and GBCI agree that all rights and obligations provided in this Agreement which do not expressly terminate pursuant to this Agreement, shall survive beyond the termination or expiration of this Agreement and shall continue in full force and effect.

No Assignment or Subcontracting. Neither this Agreement nor any interest in this Agreement may be assigned or transferred by You without the prior written authorization of GBCI. Violation of this paragraph shall constitute a material breach of this Agreement.

- 10.4. **Governing Law.** This Agreement, any addenda or amendments attached hereto, each transaction entered into hereunder, and all matters arising from or related to this Agreement (including its validity and interpretation) shall be governed exclusively by, and construed and enforced in accordance with, the laws of the District of Columbia without reference to its choice of law doctrine.

- 10.5. **Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration shall be held in Washington, D.C.

11. **EXECUTION: BY SELECTING THE BUTTON BELOW MARKED "I AGREE" YOU HEREBY SUBMIT THIS AGREEMENT AND AGREE TO THE TERMS, CONDITIONS AND PROVISIONS REPRESENTED IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT: YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND ALL INCORPORATED DOCUMENTS, PROGRAM POLICIES, AND REQUIREMENTS REFERENCED HEREIN; THAT YOU HAVE BEEN PROVIDED THE OPPORTUNITY TO MAINTAIN A RECORD OF THIS AGREEMENT; THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN YOURSELF AND GBCI; AND THAT YOU HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY ABOUT YOUR RIGHTS AND OBLIGATIONS HEREUNDER. FURTHER, YOU UNDERSTAND THAT BY AGREEING TO THESE TERMS YOU WILL BE BOUND TO A LEGALLY ENFORCEABLE CONTRACT NO DIFFERENT THAN A CONTRACT EXPRESSED ON PAPER AND PHYSICALLY SIGNED BY YOU.**