

**GLOBALG.A.P. North America Registered Trainer Program Terms and Conditions**

**1 Subject of these Terms and Conditions**

**1.1** GLOBALG.A.P. North America, Inc., 3519 NE 15th Ave., Portland, Oregon 97212 (hereinafter referred to as “**GGNA**”) offers the Registered Trainer program for selected persons and entities as part of the GLOBALG.A.P. system owned and operated by FoodPLUS GmbH, Spichernstr. 55, 50672 Cologne, Germany (hereinafter referred to as “**GLOBALG.A.P.**”) as described on the GLOBALG.A.P. [Registered Trainer program webpage](#) (“**Registered Trainer program**”).

**1.2** These GLOBALG.A.P. North America Registered Trainer Terms and Conditions (hereinafter referred to as “these Terms and Conditions”) govern the participation and licensing of the Registered Trainer in the Registered Trainer program. “**Registered Trainer**,” as used herein, shall mean the entity or individual who enrolled in the Registered Trainer program using the online registration form on [www.globalgap.org](http://www.globalgap.org). GGNA and the Registered Trainer are hereinafter also together referred to as “Parties” or individually as a “Party.”

**1.3** These Terms and Conditions, together with all annexes hereto and the online registration form, set out the entire agreement and understanding between the Parties relating to the subjects addressed herein (hereinafter referred to as “the Agreement”) and supersede all other agreements, whether oral or written, previously made between the Parties with regard to such subject.

**1.4** Registered trainers are independent parties who have successfully completed the dedicated Registered Trainer program training provided by GLOBALG.A.P. Academy and are therefore eligible to provide trainings on GLOBALG.A.P. standards for safe and responsible farming.

**1.5** The Registered Trainer program is offered exclusively to independent contractors who are customarily engaged in an independently established business. Registered Trainer and GGNA and GLOBALG.A.P. are independent contractors. Nothing contained in this

Agreement shall be construed to place the Parties in the relationship of partners, principal/agent, employer/employee, or joint venturers. Neither Party shall have the power or right to bind or obligate the other Party, nor shall it hold itself out as having such authority. In the performance of work or services hereunder, Registered Trainer’s agents, employees, officers, and volunteers shall be deemed solely as employees of Registered Trainer or its subcontractors.

**1.6** These Terms and Conditions are accepted by Registered Trainer as a condition of registration in the Registered Trainer program. In the event that Registered Trainer is a legal entity, such as a corporation or limited liability company, Registered Trainer shall identify one or more natural persons who will provide the training (hereinafter referred to as “**Training Personnel**”). Registered Trainer shall require all Training Personnel to be bound by the terms of this Agreement.

**1.7** By submitting the online registration form, Registered Trainer (and the individual submitting the registration, if such person is Training Personnel) agrees to be bound by this Agreement. This Agreement shall become effective upon GGNA’s acceptance of Registered Trainer’s application. GGNA reserves the right to deny the application.

**2 Obligations of Registered Trainer**

**2.1** Registered Trainer warrants that its execution and performance of this Agreement do not and will not violate any applicable laws or any obligations of Registered Trainer to any third party. Registered Trainer shall adhere to all applicable national, provincial, state, and local laws and regulations in the performance of this Agreement and in offering trainings on GLOBALG.A.P. standards.

**2.2** Registered Trainer shall attend all trainings offered by GLOBALG.A.P. Academy and pass the corresponding exams as required by GLOBALG.A.P. for the maintenance of Registered Trainer status. In the event that Registered Trainer refuses to participate in a required training or fails

to pass the corresponding exam, GGNA may deny the licenses set forth in sections 3 and 4 below and/or remove Registered Trainer’s listing from the GLOBALG.A.P. website until Registered Trainer participates in the required training and passes the corresponding exam. GLOBALG.A.P. may change training requirements, exams, and other Registered Trainer requirements from time to time at its sole discretion. Registered Trainer has no right to receive any number of trainings or exams or to receive trainings or exams in any particular time frame. GGNA reserves the right to remove any Registered Trainer and terminate this Agreement for any reason, at its sole discretion.

**2.3** When providing training on GLOBALG.A.P. standards or using any GLOBALG.A.P. name, logo, or seal, Registered Trainer shall carry out its activities in compliance with all GLOBALG.A.P. system rules as published on [www.globalgap.org](http://www.globalgap.org).

**2.4** Registered Trainer shall actively cooperate with GGNA and GLOBALG.A.P. in the management of complaints or integrity issues concerning any GGNA or GLOBALG.A.P. stakeholder, including, but not limited to, certification bodies, GLOBALG.A.P. Community Members, and producers with or without GLOBALG.A.P. certified production processes.

**2.5** To the extent that GLOBALG.A.P. provides online accounts for Registered Trainers, Registered Trainer shall actively operate and maintain such an online account with accurate and updated data. There is no entitlement to such an online account. Separate terms and conditions may apply.

**3 Grant of license: GGNA**

**3.1** Subject to this Agreement, GGNA hereby grants, for the term of this Agreement, a revocable, nonexclusive, nonsublicensable, and nontransferable license to Registered Trainer to use the Registered Trainer seal as defined in the “GLOBALG.A.P. trademarks use: Policy and guidelines” document (**Annex 1** to these Terms and Conditions), only in the United States and Canada.

221110\_GGNA\_Registered\_Trainer\_Program\_Terms\_and\_Conditions\_v1\_en (1)

**3.2** Registered Trainer may provide services to its clients only in its own name and on its own account. Registered Trainer shall not use the Registered Trainer seal or any other GLOBALG.A.P. trademark or name as part of its company name, trade name, or social media handle, nor in any other way give the impression that GLOBALG.A.P. services are part of its or any third party's business.

**3.3** The Registered Trainer seal and any and all other intellectual property rights licensed under this Agreement are the sole property of GLOBALG.A.P.

**3.4** Registered Trainer shall provide GGNA or GLOBALG.A.P. with all information requested for the purpose of establishing and maintaining the intellectual property rights of GLOBALG.A.P. Registered Trainer shall cooperate with GGNA or GLOBALG.A.P. in obtaining and maintaining trademark or service mark applications and registrations as may be required, including, but not limited to, usage information.

**3.5** Registered Trainer shall use the Registered Trainer seal and any other intellectual property rights of GLOBALG.A.P. only in the manner provided by GGNA and GLOBALG.A.P. and shall not alter, modify, or distort them in any way.

**3.6** Registered Trainer shall be listed on a subpage of [www.globalgap.org](http://www.globalgap.org) with its contact information and licensed training scope, and company logo, where applicable. GGNA and GLOBALG.A.P. reserve the right to deny, remove, amend, or revise the listing at its sole discretion.

**4 Usage rights: training material**

**4.1** GGNA or GLOBALG.A.P. shall, from time to time, provide training material related to the licensed training scope of the Registered Trainer (hereinafter referred to as "**Training Material**"). GLOBALG.A.P. shall determine the content, scope, and form of the Training Material at its sole discretion.

**4.2** Registered Trainer and Training Personnel may use the Training Material to provide trainings related to the licensed training scope, as described on [www.globalgap.org](http://www.globalgap.org). Registered Trainer shall use the Training Material only in the manner provided by GLOBALG.A.P. and only in full compliance with this Agreement.

Registered Trainer shall not share the Training Material with any third party other than training participants.

**4.3** GLOBALG.A.P. shall offer Registered Trainer the option to advertise its trainings on the GLOBALG.A.P. Academy website, in a manner and design to be determined by GLOBALG.A.P. at its sole discretion. GLOBALG.A.P. reserves the right to refuse, remove, or amend such advertising for any or no reason.

**4.4** Registered Trainer may not make any changes to or translations of Training Material without GLOBALG.A.P.'s prior written approval.

**4.5** At its sole discretion, GGNA or GLOBALG.A.P. may provide Registered Trainer with blank forms to enable Registered Trainer to create standardized certificates of attendance for its trainings. The certificates shall be issued solely by Registered Trainer and shall be Registered Trainer's sole responsibility. Registered Trainer agrees that such certificates shall be issued only to those who successfully complete trainings as defined in the GLOBALG.A.P. system rules. Misuse of such certificates may result in the termination of any relationship with GGNA at GGNA's sole discretion.

**4.6** Except for listing the training on the GLOBALG.A.P. Academy website, GGNA and GLOBALG.A.P. shall not be responsible for any of Registered Trainer's pricing, payment, customer registration, or any other aspect of Registered Trainer's business. GGNA and GLOBALG.A.P. shall not be responsible for creating or issuing certificates of attendance and shall not under any circumstances provide certificates of attendance for Registered Trainer's trainings.

**4.7** Upon termination of this Agreement, Registered Trainer shall return or destroy all Training Material and all copies thereof and shall have no further right to continue using Training Material.

**5 Remuneration, due date, payment,**

**5.1** Registered Trainer shall pay an annual license fee as set forth on [www.globalgap.org](http://www.globalgap.org).

**5.2** GGNA shall send electronic invoices annually to the email address provided by Registered Trainer during registration. Invoices shall be due and

payable within twenty-eight (28) days after receipt in US dollars to the bank account specified in the invoice. Neither GGNA nor GLOBALG.A.P. shall be responsible for any foreign transaction fees or charges related to any payment by Registered Trainer.

**5.3** If Registered Trainer's payment is not received when due, Registered Trainer shall be in default of this Agreement. Late payments shall be assessed interest at the lesser of 1.5% per month or the maximum amount permitted by law.

**5.4** Registered Trainer's obligation to pay the license fee and otherwise perform its obligations and exercise its rights hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense, or other right which Registered Trainer or any of its affiliates or agents may have against GGNA, GLOBALG.A.P., or others, whether by reason of breach of this Agreement or otherwise.

**6 Indemnification and liability**

**6.1** Registered Trainer shall defend, indemnify, and hold harmless GGNA and GLOBALG.A.P., their affiliates, and their respective officers, directors, shareholders, employees, representatives, or agents from and against any loss, damage, liability, fine, sanction, expense, or cost (including, without limitation, defense costs and reasonable attorneys' fees) directly or indirectly arising out of any third-party claim, demand, investigation, action, suit, or proceeding relating to any actual or alleged (a) breach of any of Registered Trainer's obligations, representations, or warranties under this Agreement; (b) violation of law, regulation, rule, or ordinance in Registered Trainer's provision of training services; or (c) personal injury, death, or damage to personal property caused by Registered Trainer.

**6.2** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GGNA, GLOBALG.A.P., THEIR AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS BE LIABLE TO REGISTERED TRAINER OR ANY OF ITS AFFILIATES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOST PROFITS, BUSINESS, OR

221110\_GGNA\_Registered\_Trainer\_Program\_Terms\_and\_Conditions\_v1\_en(1)

GOODWILL SUFFERED OR INCURRED BY REGISTERED TRAINER OR ITS AFFILIATE IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7 Term and termination**

**7.1** This Agreement has an initial term until the end of the calendar year in which it became effective. This Agreement shall automatically renew for successive periods of twelve (12) months unless Registered Trainer terminates it by giving four (4) weeks' written notice prior to the end of the initial or any extended term. GGNA may terminate this Agreement at any time and for any reason, at its sole discretion.

**8 Assignment of rights**

**8.1** Registered Trainer shall not be entitled to assign any rights or obligations under this Agreement to any third parties without GGNA's prior written consent.

**9 Annexes**

**9.1** The annexes to these Terms and Conditions are incorporated herein by reference.

**9.2** GGNA or GLOBALG.A.P. may alter or amend the annexes at any time at their sole discretion. The altered or amended annexes shall become part of this Agreement unless Registered Trainer objects to the alteration or amendment in writing within ten (10) days after being informed thereof. If Registered Trainer submits a written objection to the alteration or amendment, Registered Trainer may terminate this Agreement by giving two (2) weeks' written notice.

**10 Data protection**

**10.1** Registered Trainer shall comply with any and all applicable data protection laws and regulations at all times in the performance of its obligations and exercise of its rights under this Agreement and in the operation of training and educational services on GLOBALG.A.P. standards.

**10.2** Information on the processing of personal data by GLOBALG.A.P. can be found in GLOBALG.A.P.'s privacy policy at [https://www.globalgap.org/uk\\_en/Privacy-Policy](https://www.globalgap.org/uk_en/Privacy-Policy).

**11 Confidentiality and return of documentation**

**11.1** During the term of this Agreement, Registered Trainer may have access to confidential information relating to such matters as GGNA's or GLOBALG.A.P.'s business, trade secrets, systems, procedures, manuals, products, contracts, fees, pricing, costs, plans, ideas, knowledge, know-how, financial information, business practices, policies, market or sales plans, customer lists, strategic or business plans, personnel, or clients (hereinafter referred to as "**Confidential Information**"). Confidential Information does not include (a) information that was known to Registered Trainer before receipt thereof from or on behalf of GGNA or GLOBALG.A.P.; (b) information that is disclosed to Registered Trainer by a third party who has a right to make such disclosure without any obligation of confidentiality to GGNA or GLOBALG.A.P.; (c) information that is or becomes generally known in the trade without violation of this Agreement; or (d) information that is independently developed by Registered Trainer or its employees or affiliates without reference to GGNA's or GLOBALG.A.P.'s information. Registered Trainer shall not disclose Confidential Information to any third party, shall protect Confidential Information with at least the same degree of care it uses with respect to its own confidential information, and shall not use Confidential Information other than in connection with its performance of obligations or exercise of rights under this Agreement.

**11.2** If Registered Trainer is required by law to disclose Confidential Information in connection with a legal or administrative proceeding or otherwise, Registered Trainer shall give GGNA prompt notice of such request. GGNA may seek an appropriate protective order or other remedy. If GGNA seeks a protective order or other remedy, Registered Trainer shall cooperate in such effort. In case of any required disclosure under this section 11.2, Registered Trainer shall disclose only that portion of the Confidential Information that it is required to disclose. Registered Trainer shall, upon termination of this Agreement or upon request by GGNA or GLOBALG.A.P., return all Confidential Information, electronically stored data, and computer programs.

**11.3** Registered Trainer recognizes that the Confidential Information is the sole property of GGNA, GLOBALG.A.P., or their affiliates or licensors.

**12 Compliance**

**12.1** During the term of this Agreement, Registered Trainer is obliged to act professionally, accurately, and impartially and not to act in a way that may compromise the integrity of GGNA, GLOBALG.A.P., or their affiliates or that would prejudice or jeopardize the reputation of GGNA, GLOBALG.A.P., or any GLOBALG.A.P. stakeholder, including Community Members, certification bodies, or registered producers.

**12.2** Registered Trainer acknowledges the commercial disadvantage it would cause to GGNA or GLOBALG.A.P. if Registered Trainer were to represent itself as a direct competitor of GLOBALG.A.P. For consideration acknowledged and received hereunder, Registered Trainer shall not represent itself as a direct competitor of GLOBALG.A.P.

**12.3** Registered Trainer shall not engage in any direct or indirect discrimination on the grounds of nationality, racial or ethnic origin, sex, religion or belief, disability, sexual orientation, or any class of person protected by law.

**12.4** Registered Trainer shall not accept any allowance, commission, gift, favor, bribe, or other benefit from any third party exceeding the value of US\$50 and that may influence its judgment or actions.

**12.5** Registered Trainer shall adhere to international anticorruption standards as set forth in the United Nations Global Compact and in any and all applicable anticorruption and antibribery acts. Without limiting the foregoing, Registered Trainer is prohibited from offering services, gifts, or advantages to third parties that influences such parties' personal conduct regarding their business relationship with GGNA or GLOBALG.A.P.

**12.6** Registered Trainer shall cooperate in any inquiry in the event of any alleged breach of this Agreement.

**13 Governing law and jurisdiction**

**13.1** This Agreement and the rights of the Parties hereunder is exclusively governed by and construed in

221110\_GGNA\_Registered\_Trainer\_Program\_Terms\_and\_Conditions\_v1\_en(1)

accordance with the laws of the State of Oregon, exclusive of any statutory provision of law or legal precedent regarding conflicts of laws. Any dispute arising in connection with these Terms and Conditions or their validity shall be brought in a state or federal court located in Portland, Oregon.

**14 Miscellaneous**

**14.1** If any of the provisions of this Agreement are unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity shall not nullify this Agreement in total.

**14.2** A waiver of any breach or default under this Agreement by either Party does not constitute a waiver of any other or subsequent breach or default.

The failure by either Party to enforce compliance with any term or condition of this Agreement does not constitute a waiver of any such term or condition unless such term or condition is expressly waived in writing.

**Annexes:**

**Annex 1** - [GLOBALG.A.P. trademarks use: Policy and guidelines](#)

221110\_GGNA\_Registered\_Trainer\_Program\_Terms\_and\_Conditions\_v1\_en (1)