

Van Haren Learning Solutions - Partner Application Agreement

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

Name:			Contact details:					
Organisation:			Mobile number:			Purchasing account (mail):		
Contact person:			Email address:			Name trainer (optional):		
Exam	Courseware	Van Haren certN certification	Exam	Courseware	PeopleCert Certification	Exam	Courseware	IPMA Certification
Project Management			Project Management			Project Management		
<input type="checkbox"/>	<input type="checkbox"/>	P3.Express Practitioner PM ² Foundation by PM ² Group	<input type="checkbox"/>	<input type="checkbox"/>	PRINCE2 [®] 6th Edition Foundation Courseware English PRINCE2 [®] 6th Edition Practitioner Courseware - English	<input type="checkbox"/>	<input type="checkbox"/>	IPMA-D based on ICB 4 Courseware IPMA-C based on ICB 4 Courseware
Agile, DevOps			Agile			EXIN certification		
<input type="checkbox"/>	<input type="checkbox"/>	Agile Foundation Courseware Pragmatic Kanban Foundation	<input type="checkbox"/>	<input type="checkbox"/>	PRINCE2 Agile [®] Foundation Courseware PRINCE2 Agile [®] Practitioner Courseware	<input type="checkbox"/>	<input type="checkbox"/>	Agile Scrum Foundation Courseware DevOps Foundation Courseware DevOps Professional Courseware DevOps Master
Testing			Portfolio & Risk Management			Security		
<input type="checkbox"/>	<input type="checkbox"/>	CTAP (Certified Test Automation Fundamentals)	<input type="checkbox"/>	<input type="checkbox"/>	MOR [®] 4 Risk Management Foundation MoP [®] Foundation Management of Portfolios P3O [®] Foundation Portfolio, Programme & Project Offices P3O [®] Practitioner Portfolio, Programme & Project Offices	<input type="checkbox"/>	<input type="checkbox"/>	Information Security Foundation ISO27002'22 Information Security Management Prof. ISO27001'22
Security			Service Management			Digital transformation		
<input type="checkbox"/>	<input type="checkbox"/>	CBP [™] (Certified BIO Professional) - Foundation CBP [™] (Certified BIO Professional) - Practitioner	<input type="checkbox"/>	<input type="checkbox"/>	MSP [®] 5 Foundation Programme Management MSP [®] 5 Practitioner Programme Management Mov [®] Foundation Management of Value Mov [®] Practitioner Management of Value	<input type="checkbox"/>	<input type="checkbox"/>	Privacy and Data Protection Foundation Privacy and Data Protection Professional
IT Asset Management			Based on DAMA DMBOK			LSSA Certification		
<input type="checkbox"/>	<input type="checkbox"/>	ITAMOrq [®] IT Asset Management Foundation ITAMOrq [®] Software Asset Management Specialist ITAMOrq [®] Hardware Asset Management Specialist	<input type="checkbox"/>	<input type="checkbox"/>	ITIL [®] 4 Foundation ITIL [®] 4 MP Courseware ITIL [®] 4 Direct, Plan, Improve Glossary (DPI) ITIL [®] 4 Specialist - Create, Deliver & Support (CDS) ITIL [®] 4 Specialist Drive Stakeholder Value (DSV) ITIL [®] 4 Specialist High Velocity IT (HVTI) ITIL 4 Strategic Leader (SL) ITIL 4 Leader Digital and IT Strategy (DITS) TRIM (The Rational IT Model [™]) Foundation	<input type="checkbox"/>	<input type="checkbox"/>	VeriSM Foundation VeriSM Professional Blockchain foundation
Service & User experience Management			Data driven			Organisational Management		
<input type="checkbox"/>	<input type="checkbox"/>	ISM 5 (Integrated Service Management) Foundation XLA [™] Introduction XLA [™] Foundation	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	LSSA Lean Six-Sigma Yellow-Belt LSSA Lean Six-Sigma Green -Belt LSSA Lean Six-Sigma Black-Belt
Organisational Management			Based on other certification bodies			APMG certification		
<input type="checkbox"/>	<input type="checkbox"/>	CATS [®] Contract Management Foundation MOG Business Design Thinking Fundamentals MOG Growth Hacking Fundamentals	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	Service Automation Framework OBM Foundation
Digital transformation			Architecture & Modelling			Service/Operation Management		
<input type="checkbox"/>	<input type="checkbox"/>	AI For Business and Government - NL AIC IAMDIGITAL Foundation	<input type="checkbox"/>	<input type="checkbox"/>	BPMN Business Process Modelling EA Modeling based on ArchiMate [®] 3.1 Foundation EA Modeling based on ArchiMate [®] 3.1 Practitioner Enterprise Architecture based on TOGAF [®] EA Foundation Enterprise Architecture based on TOGAF [®] EA Practitioner Enterprise Architecture based on TOGAF [®] EA Bridge	<input type="checkbox"/>	<input type="checkbox"/>	
Data driven			Architecture & Modelling			Service/Operation Management		
<input type="checkbox"/>	<input type="checkbox"/>	EDF Certified Data Literacy Professional EDF Certified Data Visualization Professional EDF Certified Data Analyse Professional	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Business Information Management			Architecture & Modelling			Service/Operation Management		
<input type="checkbox"/>	<input type="checkbox"/>	BISL [®] 3 (Functional- & Information Management) Functioneel beheer3 DID [®] (Strategic Fun. & Inf. Management) ASL [®] 2 (Application Management)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Architecture & Modelling			Architecture & Modelling			Service/Operation Management		
<input type="checkbox"/>	<input type="checkbox"/>	BIAN Banking Architecture Foundation Courseware BIAN Data Architecture & Design Specialist	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	

Products above can be found via www.vanharen.store. Most products are available in the English and Dutch languages. Secondary languages are German, Spanish, 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

Please forward this form to 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 's-Hertogenbosch, at the address Emmaplein 4, duly represented in this matter by Miriam Blom, director, hereinafter referred to as: “**Van Haren**”; and
- ii. 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
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 licence 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

- 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,
