

STICHTING SLCP

LICENSE AGREEMENT

SLCP Training Materials

AND TERMS OF USE FOR

Training Bodies and Trainers

Date of implementation: 1 February 2024

Version: 2.0 (FINAL)

Scope

This License Agreement (“Agreement”), and Terms of Use (these “Terms”) is a binding agreement between you (“your” or “you”) and Stichting SLCP (“SLCP”, “we” or “us”), as individually referred to as “Party” or collectively as the “Parties” and dated as of the date (the “Effective Date”) that this Agreement is signed by the Training Body.

This License Agreement and Terms of Use (this “Agreement” or these “Terms of Use”) is made for the purpose of setting forth the conditions of your use of the SLCP approved Training Materials, including SLCP created, branded, and copyrighted slide decks (“**SLCP Decks**”) and associated exercises (“**Support Materials**” and, together with SLCP Decks, the “**Training Materials**”). By executing this Agreement, you hereby agree to comply with the terms and conditions outlined herein.

1. Definitions

- 1.1 “**SLCP**” means the Social & Labor Convergence Program (SLCP), an independent multi-stakeholder initiative and developer and owner of the CAF and the CAF Process. SLCP is established as a Foundation (Stichting). Stichting SLCP has been incorporated under Dutch law, having its corporate seat in Amsterdam and maintaining a place of business at Rokin 102 (1012 KZ) Amsterdam, the Netherlands, registered in the trade register of the Chamber of Commerce under 91375061,
- 1.2 “**Converged Assessment Framework**” or “**CAF**” means the Data Collection Tool and verification methodology, as developed by SLCP and downloadable from the ITC Gateway. The CAF consists of three elements: 1. Data Collection Tool; 2. Verification Protocol; and 3. Guidance.
- 1.3 An SLCP “**Training Body**” is a signatory that has been approved to function as a training body for SLCP. They can be approved to deliver introductory and/or deep-dive training sessions.
- 1.4 A “**Trainer**” is an authorized person, employee, officer, or director of a Training Body.
- 1.5 A “**Verifier**” means a person qualified to perform SLCP verification to ensure the completeness and accuracy of the data collected through Self/Joint Assessment of facilities, using the SLCP Converged Assessment Framework.
- 1.6 A “**Verifier Body**” or a “**VB**” means an organization to which a Verifier belongs.

2. Background

You have been approved as an SLCP Training Body, your approved Trainers have completed the SLCP e-learning and have been prepared to deliver SLCP training and education services (“**Training**”). They will use the Training Materials in connection with providing Training. These Terms of Use set forth the requirements and restrictions on such use. The grant of licenses to use the Training Materials does not represent certification, approval of or endorsement by SLCP of your qualifications, expertise, credentials or services.

3. Use of Training Materials

3.1 Granting rights to use. SLCP hereby grants to approved Trainers from Training Body a limited, worldwide, non-exclusive, non-transferable, non-assignable, royalty-free license (without the right to sublicense) to use the Training Materials in connection with providing Training.

3.2. Limitations. Trainers from Training Body may not:

- Use the Training Materials for any purpose other than providing Training.
- Post the Training Materials to an internal or external website or share site that is accessible to anyone other than you or those you are training.
- Remove or obscure the copyright notices on the Training Materials (including SLCP logo).
- Include Training Body’s logo on SLCP Training Materials or include SLCP’s logo on materials developed by Training Body.
- Provide third parties access or copies of the Training Materials, except those receiving Training.
- Authorize third parties to create such a translation without ensuring that Training Body obtains ownership of such translation so as to effectuate the assignment to SLCP, in accordance with Section 4 below.
- Describe use of the Training Materials in a way that implies that SLCP has certified or endorsed you or your Trainers’ qualifications, expertise, credentials or services.

3.3. No Revisions to Training Materials Training Body may use the Training Materials only in the form received; Training Body may not revise or amend individual slides in the Training Materials unless specified on the slide. Training Body is free to compile Training Materials (slides) into a customized training deck, but the individual slides must not be revised (unless specified). To the extent Training Body develops or uses materials in addition to the Training Materials, ownership/copyright of such materials must be clarified in Training.

3.4. Current Version. Upon notification from SLCP that new Training Materials are available, you will cease use of the outdated Training Materials immediately.

4. Ownership of Training Materials.

Training Body acknowledges and agrees that SLCP is the sole owner of all right, title, and interest in and to the Training Materials, including any and all intellectual property rights. Training Body agrees not to remove or obscure any copyright notices (SLCP logo) contained within the Training Materials. Training Body may translate the Training Materials into other languages; Training Body is to share the translated materials with SLCP; Training Body remains solely responsible for any errors or miscommunications that occur through such translation. All translations shall be the property of SLCP. Training Body hereby irrevocably transfers and assigns to SLCP, all of its current and future right, title and interest in and to translations, including all intellectual property rights. At SLCPs request and expense, during and after the term of this Agreement, Training Body shall assist and cooperate with SLCP in all respects, and will execute documents, and will take such further acts reasonably requested by SLCP to enable SLCP to acquire, transfer, maintain, perfect and enforce its intellectual property rights and other legal protections for translations. To the fullest extent permitted by applicable law, Training Body also hereby irrevocably transfers and assigns to SLCP, and agrees to irrevocably transfer and assign to SLCP, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Training Body may have in or with respect to any translations, during and after the term of this Agreement. “Moral Rights” mean any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a “moral right.” Training Body may not authorize any third party to create such a translation without ensuring that such third party agrees to comply with the terms of this Agreement transfers any right, title or interest it may obtain in the translations to SLCP.

5. Conflict of Interest

When a facility attends a training session by the Verifier Body/Verifier as one of the attendees/trainees (in a classroom session), SLCP allows a Verifier Body/audit firm and specific Verifier/auditor to conduct a training and a verification for the same facility. However, SLCP does not allow a Verifier Body/Verifier that conducts a 1-on-1 training/advisory exercise/joint-assessment to conduct that facility's verification. In that case there is a conflict of interest, and the Trainer/Training Body is excluded as a Verifier Body/Verifier (in accordance with APSCA Code 2.1.4). The Verifier Body is responsible for assigning Verifiers when an SLCP Facility verification is requested.

6. Control over Use

Upon SLCP's request, Training Body shall within ten (10) days provide representative samples of Training Body's use of Training Materials for SLCP to verify compliance with article 3. You grant SLCP the right, but not the obligation, to verify use at any time.

7. No Warranties; Limitation of Liability

7.1 Warranties. NEITHER SLCP, NOR ANY OF THEIR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ADVISORS (COLLECTIVELY, THE "SLCP PARTIES") MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND WITH RESPECT TO THE SITE, THE TRAINING MATERIALS, OR INFORMATION CONTAINED THEREIN (COLLECTIVELY, THE "MATERIALS"), ABOUT THE QUALITY, ACCURACY, RELIABILITY, AVAILABILITY, COMPREHENSIVENESS, ADEQUACY, COMPLETENESS, SECURITY, OR TIMELINESS OF THE MATERIALS, OR THAT THE MATERIALS WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE MATERIALS WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED BY THE SLCP PARTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SLCP PARTIES HAVE NO LIABILITY FOR ANY ERRORS, MISTAKES, INACCURACIES, OR OMISSIONS IN THE MATERIALS, WHETHER PROVIDED BY THE SLCP PARTIES, YOU, OR ANY OTHER PERSON OR ENTITY. THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

7.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SLCP PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SLCP PARTIES' AGGREGATE LIABILITY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED \$100.00. NO ACTION OF ANY CHARACTER ARISING FROM OR RELATED TO THIS AGREEMENT, OR THE PERFORMANCE THEREOF, SHALL BE COMMENCED MORE THAN TWO (2) YEARS AFTER COMPLETION OR CESSATION OF WORK UNDER THIS AGREEMENT. THE PARTIES WAIVE THE RIGHT TO FILE AN ACTION ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT UNDER ANY LONGER STATUTE OF LIMITATIONS. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED UNDER THIS PROVISION EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR FAILS OF ITS ESSENTIAL PURPOSE.

8. Indemnification

Training Body shall indemnify, defend, and hold harmless SLCP and their affiliates, directors, officers, employees, advisors, agents, successors and assigns from and against any and all third party claims, causes of action, suits, proceedings, actions, judgments, settlements, liabilities, losses, deficiencies, obligations, interest, awards, penalties, fines, costs and expenses (including reasonable attorney's fees)

arising out of or resulting from (i) Training Body's failure to comply with any of its obligations under these Terms of Use or (ii) any other act or omission of Training Body, except to the extent caused by the gross negligence or willful misconduct of SLCP.

9. Terms and Termination

- 9.1 **Initial Term.** The initial term of this ToU commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect until one (1) year from such date (the "Initial Term"). You may use the Training Materials only until 11:59 p.m. CET on the evening before the thirteen (13) month anniversary of your Approval Date, at which time this Agreement and the license granted under Section 3 shall terminate automatically, unless this Agreement is terminated earlier in accordance with Section 9.3. or renewed in accordance with Section 9.3.
- 9.2. **Renewal Term** This Agreement will renew every calendar year in Q1 for a year (12 months) period, upon the Training Body's confirmed compliance with the SLCP requirements for renewal of the Training Body status "Requalification requirements". The Requalification requirements will be specified by SLCP at the end of every calendar year. The Training Body must submit requested information and confirmation of compliance with the Requalification requirements before the first calibration webinar in the new year. The Training Body will automatically disqualify themselves for an additional successive one (1)-year term if they do not meet the Requalification requirements on time. In the case of non-renewal, the Training Body will receive a written notice of this and the then-current term will expire within thirty (30) days of the day of sending, unless earlier terminated pursuant to this Agreement's express provisions in Section 9.3. or either party gives the other party

9.3. Termination.

- 9.3.1. If SLCP determines, in its sole discretion, that you have breached these Terms of Use, SLCP may terminate your license if you fail to cure such breach within 30 days after SLCP notifies you of such breach.
- 9.3.2. If your approval through the SLCP Secretariat has been revoked, this Agreement and the license contain in Section 3 shall terminate automatically upon notice to you.
- 9.3.3. If the Training Materials are replaced with updated Training Materials, the license to use outdated Training Materials shall terminate automatically.
- 9.3.4. Either party may terminate this Agreement, including the license provided under Section 3, for any reason or no reason, by providing sixty (60) days prior written notice to the other party.

- 9.4. **Consequences of Expiration or Termination.** Training Body shall cease use of the Training Materials immediately upon expiration of the term or upon termination. Training Body's obligations to SLCP, including Section 8, Indemnification, shall survive expiration or termination.

10. General

- 10.1 **Governing Law.** This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and construed in accordance with, the laws of the Netherlands, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Netherlands. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- 10.2. **No Partnership or Agency.** This Agreement is not intended to establish, and shall not be construed by either party in the future as having established, any relationship of employee/employer, representative, agency, partnership or joint venture between the parties.
- 10.3. **Contact.** If you have any questions concerning these Terms of Use, please contact us at: training@slconvergence.org.
- 10.4 **Entire Agreement.** This Agreement contains the complete and entire agreement between the parties as to the subject matter hereof and replaces and supersedes any prior or contemporaneous communications, representations or agreements, whether oral or written, with respect to the subject matter of this Agreement.
- 10.5 **Amendments.** SLCP, reserves the right, from time to time, in its sole discretion, to revise, modify, or update this Agreement at any time. When changes are made, SLCP will make a copy of the new

Terms available on its website or provide you with notice of the new Terms. SLCP will note the date of the most recent update on the first page of these Terms. SLCP may require you to provide consent to the updated Terms in a specified manner before further use of the Training Materials. If you do not agree to any revision(s) after receiving notice of such revision(s), you shall stop using the Training Materials. Otherwise, your continued use of the Training Materials shall constitute your acceptance of such revision(s). PLEASE REGULARLY CHECK SLCP'S WEBSITE & HELPDESK TO VIEW THE CURRENT TERMS.

- 10.7 **Electronic Signature.** This Agreement may be electronically signed and electronic signatures appearing on this Agreement are the same as handwritten signatures for all purposes, including validity, enforceability and admissibility.
- 10.8 **Assignment.** Training Body may not assign this Agreement or any interest in it voluntarily, involuntarily, or by operation of law, without SLCP's prior written consent; These Terms of Use will bind and benefit the parties and their respective successors, permitted assigns, and heirs.
- 10.9 **Severability.** If one or more of the provisions of this Agreement shall be found, by a court with proper jurisdiction, to be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any of the remaining provisions of this Agreement.
- 10.10 **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the addresses specified in this Agreement (or at such other address for a party as shall be specified in a Notice given in accordance with this Section.
- 10.11. **Dispute Resolution.** ANY LEGAL SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE INSTITUTED IN ANY UNITED STATES FEDERAL COURT OR STATE COURT LOCATED IN THE COUNTY OF THE NETHERLANDS, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION, OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE, OR OTHER DOCUMENT BY CERTIFIED MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION, OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION, OR PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.
- 10.12. **Attorneys' Fees and Expenses.** In the event of the institution of arbitration or other legal proceedings by either party to enforce this Agreement, the prevailing party shall be entitled to recover the reasonable attorneys' fees and expenses associated therewith.
- 10.13 **Survival.** Section 3.2, Section 4, Section 7, Section 8, Section 9.3, and Section 10 shall survive expiration or termination of this Agreement.

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IN WITNESS WHEREOF, you as SLCP Training Body hereby confirm to execute this SLCP License Agreement for SLCP Training Materials and Terms of Use for Training Bodies and Trainers through the authorized representative whose name appears below.

Signature: _____

Name: _____

Title: _____

Organization: _____

Address: _____

Country: _____

Telephone: _____

Email: _____

Date: _____