

CEdMA Exam Agreement

IMPORTANT: PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE TAKING THIS EXAM (the "Exam").

The confidentiality obligations and other terms and conditions set forth below (the "Agreement") are a contract between you and CEdMA, ("CEdMA"). By using this website, you accept all terms and conditions of this agreement. If you disagree with any of the terms that follow or do not agree to be bound by all such terms, do not use this website.

The Agreement sets forth the terms and conditions of your use of the exam materials, which includes, among other things, the format of the exam, the questions, answers, worksheets, computations, drawings, diagrams and any communications, including verbal communication by any party, regarding or related to the exam and any derivatives thereof (the "Exam Materials"). The disclosure to you of this Exam is subject to this Agreement.

You understand, acknowledge and agree:

- That the Exam Materials (including copies thereof) are the exclusive property of CEdMA and are CEdMA's proprietary information; and that no rights or licenses to CEdMA's intellectual property, (including without limitation (i) trademarks, and all goodwill associated therewith and symbolized thereby; (ii) inventions, discoveries and ideas, whether patentable or not, and all patents, registrations, and applications thereof; (iii) published and unpublished works of authorship, whether copyrightable or not (including without limitation databases and other compilations of information), copyrights therein and thereto, and registrations and applications thereof; (iv) trade secrets, (v) all moral rights in the foregoing (that is, the right to claim authorship of or object to the modification of any work); and (vi) all applications, renewals, extensions, restorations and reinstatements of the foregoing) are implied or granted under this Agreement.
- That you may not disclose the Exam Materials or discuss any of the content of the Exam Materials with any third party, without prior approval from CEdMA;
- That you may not copy or attempt to make copies (written, photocopied, or otherwise) of any Exam Materials, including, without limitation, any questions or answers in the Exam Materials;
- That you may not sell, license, distribute, or give away the Exam Materials, questions, or answers;
- That you have not purchased, solicited or used unauthorized (non-CEdMA sanctioned) Exam Materials, questions, or answers in preparation for the exam;
- That your obligations under this Agreement shall continue in effect after the exam and, if applicable, after termination of your credential regardless of the reason or reasons for termination and whether such termination is voluntary or involuntary.

You acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or

CEdMA Exam Agreement

disclosure of the Exam Materials and that, without waiving any other rights or remedies, CEdMA may seek injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond, in order to remedy or prevent disclosure or misuse of the Exam Materials. You understand and agree that, if for any reason and at its sole discretion, CEdMA believes your exam results do not accurately reflect your true knowledge or mastery of the subject matter of the Exam, CEdMA has the right to deny you any further participation in the Exam, cancel a passed Exam result, revoke your Certified status and any other rights previously conferred on you by CEdMA, and to permanently bar you from any further participation in CEdMA's Certification program.

Neither this agreement nor any right granted hereunder shall be assignable or otherwise transferable by you.

By clicking on the "I agree" button, you are accepting the Program Rules listed on the CEdMA website. By clicking on the "I agree" button, you are consenting to be bound by the terms and conditions of this Agreement and state that you have read this Agreement carefully and you understand and accept the obligations which it imposes without reservation. You further state that no promises or representations have been made to induce agreement and that you accept this Agreement voluntarily and freely.

Copyright © 2020 CEdMA All rights reserved.

This exam contains 60 multiple-choice questions, presented in random order. Please answer all questions, even if you are not sure of the answer. All questions are based on CEdMA learning materials.

You will have up to 90 minutes to complete this test. Your time will begin when you view the first question.

This exam is for technical training professionals who have training related experience in areas such as Business Development, Business Management, Product Management, Curriculum Management, Delivery Management and Operations Management.

This exam is supported by CEdMA learning materials found on the www.cedma.org website.

By passing this exam the test taker will earn the CEdMA Certified Technical Training Manager credential.

Pass Message:

Congratulations!

You have passed the CEdMA Certified Technical Training Manager exam! You will receive a test completion email that contains your exam score.

Fail Message:

You did not pass the CEdMA Certified Technical Training Manager exam. You will receive a test completion email that contains your exam score. You may retake the exam after the designated waiting period. Each retake will require a purchase.

Please verify that you have provided your email address to CEdMA, as this is a primary method of communications for program updates and announcements.

CEdMA Certified Technical Training Manager Program Rules & Agreement

By taking a CEdMA Certification exam, YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING ANY PROGRAM REQUIREMENTS POSTED ON THE PROGRAM WEB SITE, WHICH ARE INCORPORATED INTO AND FORM PART OF THIS AGREEMENT. YOU ALSO REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO PARTICIPATE IN THE CEdMA CERTIFIED TECHNICAL TRAINING MANAGER PROGRAM AND WILL NOT BE PERMITTED TO TAKE THE CERTIFICATION EXAM.

CEdMA Certified Technical Training Manager Program Agreement

1. DEFINITIONS

In this Agreement the following terms will have the meanings set forth below:

1.1 "Certified" means an individual who has successfully met the Certification Requirements and has received written confirmation of such from the CEdMA Certification Program Office. "Certification" has the same meaning.

1.2 "Certification Requirements" means any one of those sets of requirements established by CEdMA that an individual must meet to become Certified and must continue to meet to maintain Certification. The Certification Requirements are set out on the Program website.

1.3 "Designation" means any one of the titles established by CEdMA which you may become authorized to use after becoming Certified by CEdMA.

1.4 "Logo or Badge shall mean any one of the Program logos or Badge established by CEdMA which you may become authorized to use by becoming CEdMA Certified for the associated credential.

1.5 "Program" means the CEdMA Certified Technical Training Manager Program.

1.6 "Program Website" means the website located at www.cedma.org. The Program Website provides additional tools and information about the Program, including the Certification Requirements for each credential, as well as any other Program and operational requirements.

2. CERTIFICATION

2.1 Each Credential has an associated set of Certification Requirements. Current Certification Requirements for the Credentials are available at the Program Website. To become Certified you must meet the requirements of the Program, including the Certification Requirements for the relevant Credential. You are allowed to become Certified for more than one Credential.

2.2 Certification Revocation. CEdMA may, at its sole discretion revoke any and all Certifications, and permanently ban you from earning future Certifications, under any of the following circumstances: (a) if you fail to maintain compliance with the Certification Requirements, as well as any other Program requirements; (b) you breach the terms and conditions of this Agreement; or (c) CEdMA determines, in

its sole discretion, that you have taken any action that compromises the integrity and confidentiality of a certification exam or the program.

3. RIGHT TO USE LOGO AND DESIGNATION

3.1 Subject to your compliance with the terms and conditions of this Agreement, upon your successful completion of the Certification Requirements for a Credential, CEdMA grants you a non-exclusive, non-transferable, non-assignable, royalty-free license to use the Logo and Designation associated with the Credential for which you are Certified solely in connection with publicizing that you have met and continue to meet all Certification Requirements for that Credential only as long as you maintain Certified status in relation to the relevant Credential(s).

3.2 Limitations on Use. You agree not to use the Designation or Logo in a manner that (a) damages or infringes CEdMA' rights in the Designation or Logo, (b) reflects negatively on CEdMA or otherwise injures CEdMA' reputation, (c) misrepresents your relationship with CEdMA or gives the impression that CEdMA endorses or recommends your *business or services*, or (d) gives the impression that the Designation or Logo applies to your employer or to any other individual other than

3.3 Compliance with Guidelines. You agree that you shall use only CEdMA-supplied Logo artwork and that your reproduction and use of the Designation and Logo shall be in strict compliance with the Usage Guidelines which shall be made available to you upon your Certification. Upon request, you agree to promptly provide CEdMA with representative examples of your materials using the Designation or

3.4 Reservation of Rights. You acknowledge the value of the goodwill associated with the Designation and Logo and acknowledge that such goodwill exclusively inures to the benefit of and belongs to CEdMA. CEdMA retains all rights not expressly conveyed to you by this Agreement, and shall have the right to grant licenses to others to use the Designation and Logo.

3.5 Protection of Mark. If necessary to aid CEdMA in the protection of CEdMA' rights in or to a Designation or Logo, you agree to provide reasonable cooperation and assistance to CEdMA.

3.6 No Challenge of Rights. You agree not to challenge, interfere with, or bring any kind of action or legal or administrative proceeding in relation to the rights and title of CEdMA in or to any Designation or

3.7 No Unauthorized Use, Registration. You agree not to use any Designation or Logo except as specifically authorized under this Agreement, not to file any application to register, in any class and in any country, any trademark or service mark for any Designation or Logo or any other mark confusingly similar to any Designation or Logo. You agree to immediately cease all use of all Logos and Designations upon the termination of this

4. CONFIDENTIALITY AND OWNERSHIP

4.1 CEdMA Confidential Information. You understand, acknowledge and agree that the certification exams and all information provided to you or obtained by you related to the certification exams, including, but not limited to, the specific questions and the content, structure, and organization of the exams, shall be deemed to be the confidential information of CEdMA ("Confidential Information").

4.2 Your Confidentiality Obligations. You agree that you will, both during and after the term of this Agreement, (a) hold all Confidential Information in confidence and take all reasonable measures to protect the Confidential Information, (b) make no use of the Confidential Information except as expressly allowed under this Agreement, and (c) not disclose, reproduce, disseminate or transmit in any way any portion of the Confidential Information to any third party in any form, including without limitation, written, electronic or

4.3 Intellectual Property Ownership. CEdMA retains all rights, title and interest in and to all Program and related information, content, data, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein. All rights not expressly granted by CEdMA to you are expressly reserved to CEdMA.

5. CERTIFICATION INFORMATION

5.1 Third Parties. CEdMA is entitled, but is not obligated, to make information concerning your Certification status available to third parties in writing or electronically. CEdMA has certain partner programs that require employment of a minimum number of CEdMA Certified employees. For this reason, the revocation of any Certification may result in loss of partner benefits to such employers. You agree that if CEdMA revokes your Certification pursuant to Section 2.3, CEdMA shall have the right to notify your employer and respond to any inquiry by your employer about changes in your Certification status. You have the responsibility for ensuring that your information is accurate and that CEdMA is kept aware of your current relevant information. CEdMA shall have no liability for providing incorrect information to third parties in response to a proper request to verify your Certification

5.2 Information Processing. You agree and consent that CEdMA and the Program contractors and testing vendors may process and exchange your information in connection with the operation of the

6. BUSINESS CONDUCT

You agree that all business you conduct and all services you provide in your capacity as a participant in the Program, or in connection with the promotion or selling of which you use or display a Designation or Logo, shall be performed in a manner that (a) does not reflect negatively on CEdMA or in any way harm CEdMA' reputation, (b) avoids unethical, illegal, misleading or deceptive practices, (c) does not make or appear to make any warranties, representations or guarantees on behalf of CEdMA or related to CEdMA products or services, (d) complies with all applicable governmental laws and regulations and (e) protects CEdMA' confidential information, copyrights and other intellectual property rights.

7. TERM AND TERMINATION.

7.1 Term. The term of this Agreement shall commence upon the date of you accept this Agreement and will continue until terminated in accordance with this Section

7.2 Termination by Either Party. Either party, with or without cause, may terminate this Agreement upon thirty (30) days written notice of termination to the other

7.3 Termination by CEdMA. CEdMA, in its sole discretion and without prejudice to any rights CEdMA may have under this Agreement of in law, equity or otherwise, may terminate this Agreement at any time upon the occurrence of any one of the following events: (a) you fail to comply with the

requirements established by CEdMA for maintaining your Certification for at least one Credential, (b) you misrepresent your Certification status, (c) you use a Logo or Designation in a manner that CEdMA believes could injure CEdMA's reputation or rights in the Logo or Designation, (d) you misappropriate or disclose without authorization any CEdMA trade secret or confidential information including, without limitation, any Confidential Information as identified in 4.1 above or (e) you fail to comply with any of the material terms of this Agreement.

7.4 Effect of Termination. Upon termination of this Agreement, the license and all rights granted hereunder shall terminate completely. You shall immediately discontinue all use of Designations and Logos. Except as specifically provided herein, you shall have no further rights or obligations under this Agreement after

7.5 Rights and obligations under Sections 3.4, 3.5, 3.6, 3.7, 4, 5, 7.3, 8, 9, 10 and 11 of this Agreement shall survive termination of this Agreement.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL CEdMA BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS) ARISING FROM THIS AGREEMENT OR IN ANY WAY RELATED TO YOUR CERTIFICATION, YOUR FAILURE TO ACHIEVE OR MAINTAIN CERTIFICATION, YOUR USE OR INABILITY TO USE THE DESIGNATIONS OR LOGOS, OR THE TERMINATION OF YOUR CERTIFICATION, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF CEdMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. INDEMNIFICATION.

You agree to indemnify and hold CEdMA harmless against any loss, liability, damage, cost or expense (including attorneys' fees) arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against CEdMA arising out of or in any manner connected with: (i) any breach by you of this Agreement including, but not limited to, your use of the Designations and Logos in any way that is inconsistent with this Agreement; (ii) any claim alleging that your services were promoted, sold or performed in a deceptive, incomplete, illegal, negligent, improper or unauthorized manner, (iii) CEdMA termination of this Agreement pursuant to the terms of this Agreement or (iv) your use or misuse of the intellectual property or confidential information of CEdMA or any third party.

10. CHANGES TO PROGRAM

10.1 Right to Change. CEdMA reserves the right to terminate the Program or to make changes to the Program at any time. Such changes may include, but are not limited to: (a) changes to the number, scope, organization, objectives and content of the exams, (b) additions, deletions or other modifications to the Certification Requirements, (c) addition of new Credentials, Designations and Logos, and (d) deletion, modification or replacement of any Credential, Designation or

10.2 Notice of Changes. CEdMA will post a notice of any Program changes on the Program Website. If CEdMA records indicate that you are certified for a Credential and any change to the Program affects the Certification Requirements for that Credential, CEdMA intends, but is not obligated, to send an email notification to you at the email address on file with the Program Office, however it is your responsibility

to monitor the posted Program information and Certification Requirements for any changes potentially affecting your Certification

10.3 Effect of Changes. If CEdMA changes the requirements for maintaining certification for a Credential for which you are Certified, you must comply with the changed requirements within six (6) months from the effective date of such requirements change. If you have not fully complied with the new or modified requirements within the six-month period, your Certification for that Credential shall terminate and you shall cease all use of the Designation or Logo associated with that Credential.

11. OTHER PROVISIONS

11.1 No Joint Venture or Partnership. This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee, or similar relationship between the parties. You agree that you will not represent yourself as an agent, employee, consultant, contractor or legal representative of CEdMA or any subsidiary thereof based upon this

11.2 No Warranties by You. This Agreement does not give you any right or authority to make any representation, warranty, or promise on behalf of CEdMA or CEdMA's products or services.

11.3 Injunction. You recognize and acknowledge that a material breach by you of any of your covenants, agreements or undertakings hereunder will cause CEdMA irreparable damage, which cannot be readily remedied in monetary damages in an action at law. Therefore, in addition to its rights and remedies otherwise available at law, upon an adequate showing of material breach, and without further proof of irreparable harm other than this acknowledgment, CEdMA shall be entitled to immediate equitable relief, including, but not limited to, both interim and permanent injunctions, to stop such

11.4 Governing Law and Jurisdiction. This Agreement shall be governed and construed and enforced in all respects in accordance with the substantive and procedural laws of the England and the venue for any litigation will be the appropriate courts therein. Both you and CEdMA submit to the exclusive jurisdiction and venue of such courts.

11.5 Waiver and Severability. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the other provisions of this Agreement shall continue in full force and effect.

11.6 No Assignment. This Agreement may not be assigned by you in whole or in part. Any attempted assignment shall be null and

11.7 All notices to be mailed to you will be directed to the most recent email address for you in the Program Office files. It is your responsibility to ensure that the Program Office has your current email and postal address.

11.8 Entire Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this agreement.