



Supplier Agreement

Please note: By applying to become a supplier you are indicating your full and unconditional acceptance of the terms set out in this Supplier Agreement as may be amended by us from time to time. We may make reasonable changes to this Supplier Agreement which shall take effect within 14 days from the date on which they are first posted on this page on our Website, so you should review the Supplier Agreement regularly for applicable changes.

Parties: The Supplier Agreement is between (1) CourseMonster – CMI – CM Innovation Limited, whose principal office is at: Basepoint, Rivermead Drive, Westlea, Swindon, SN5 7EX Company Registration Number: 5484253 (“Us”, “We”, “CourseMonster”); and (2) the individual, company or organisation specified by you in your application to become a supplier (“Supplier”).

WHEREAS:

- The Supplier has a portfolio of training products delivered as Instructor-Led Classroom training, or related products.
- CourseMonster is an established online sales agent in respect of training products and services and has offered to supplement the Supplier’s own training sales channels by creating sales for the Supplier to CourseMonster clients.
- The purpose of this Agreement is to document the agreed activities of both the Supplier and CourseMonster.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

“Agreement”	means this Supplier Agreement, made up of the clauses and Schedules referred to in those clauses.
“Client”	means a purchaser of the Training Courses via the Website
“Commencement Date”	means date at the top of this Agreement
“Contract Manager”	means for each of CourseMonster and the Supplier that person nominated as such pursuant to this Agreement.
“Delegate(s)”	Means the person(s) booked by CourseMonster to attend a training course.
“Initial Period”	means a period of twelve (12) months from the Commencement Date.
“Parties”	means CourseMonster and the Supplier.
“Party”	means either CourseMonster or the Supplier.
“Territory”	Means worldwide

“Training Courses” means the training products and services provided by Supplier.

“Website” Means www.coursemonster.co.uk and all affiliated websites owned and/or controlled by CourseMonster

2. APPOINTMENT

- 2.1. The Supplier hereby appoints CourseMonster from the Commencement Date as its non-exclusive sales agent in the Territory to sell its Training Courses, on its behalf, to CourseMonster’s client base for the duration of this Agreement.
- 2.2. CourseMonster shall market and sell the Supplier’s Training Courses via the Website subject to the Terms and Conditions set out herein.
- 2.3. **Scope:** CourseMonster’s marketing and sales of the Supplier’s Training Courses to Clients may take several forms and may comprise, at CourseMonster’s discretion, the following delivery options:
 - a) Sales of Delegate places on a jointly promoted schedule of public courses to be run by the Supplier at training centres managed by the Supplier.
 - b) Sales of single-company courses run by the Supplier at a venue to be arranged by CourseMonster.
 - c) Sales of other training products marketed by the Supplier, for example computer based training, workshops, self-paced learning products, consultancy, examinations and training materials.
 - d) Such other delivery of the Training Courses as the Parties shall agree during this Agreement.
- 2.4. In each of those cases as above, CourseMonster will handle the bookings and payment administration and communication with the Client, including confirmation of bookings, joining instructions and invoicing, which shall be undertaken in the name of the Supplier. CourseMonster will act as the agent of the Supplier at all times, with the authority to negotiate the sale of Training Courses to Clients on behalf of the Supplier.
- 2.5. Where CourseMonster markets the Training Courses in the name of the Supplier, CourseMonster undertakes to use only the Supplier for the delivery of such Training Courses.
- 2.6. The Supplier will not contact the Client directly at any point without the consent or agreement of CourseMonster, except in the normal course of provision of the Training Courses to the Delegates.
- 2.7. The Supplier agrees that during this Agreement and for the period of 12 months after termination of this Agreement the Supplier shall not directly market its Training Course or any other products or services to the Clients or Delegates introduced to the Supplier by CourseMonster prior to the date of termination. On termination the Supplier will delete from its marketing database the names of those Clients and Delegates identified as having been introduced through this Agreement and that have led to Training Courses having been placed through this Agreement.
- 2.8. **Status:** CourseMonster acts as a non-exclusive sales agent for the Supplier, in that CourseMonster uses its sales force and marketing efforts to sell the Supplier products and services to its existing client base. CourseMonster shall be free to market any third party products and services to the same client base at its sole discretion.
- 2.9. **Course pricing:** Public schedule course pricing will be as advertised on CourseMonster Website.

- 2.10. Pricing for One-Company ("Closed") courses shall be requested on a case by case basis by CourseMonster.
- 2.11. **Compensation:** CourseMonster will receive compensation from the Supplier for all and any sales concluded by CourseMonster on the Supplier's behalf under this Agreement, calculated by way of a discount from the RRP of the Training Course.
- 2.12. **Discounts:** The discount from the RRP in relation to any Training Course applicable to CourseMonster shall be at least 15%, which CourseMonster shall be entitled to deduct directly from payments due to the Supplier under this Agreement (where CourseMonster received payment directly from the Client) or which the Supplier shall pay to CourseMonster within 14 days of receipt of payment for a Training Course by the Supplier (where the Client pays the Supplier directly).
- 2.13. **Schedule of Discounts:** The Schedule of Discounts will be supplied to CourseMonster by the Supplier and may be revised annually provided at least 6 months notice is given, unless otherwise agreed by the Parties in writing. In no event the applicable discount be reduced to less than 15% of the price of the Training Course.
- 2.14. **Non-qualifying items:** Items such as trainer expenses, course setup, hire of facilities, provision of any equipment etc. will be listed separately on any quote provided by the Supplier and shall only be chargeable to the Client where they have been included on an approved quote.

3. TERM

This Agreement shall run subject to the provisions of clause 13 for the Initial Period and shall continue thereafter unless and until terminated by either Party giving to the other not less than three (3) months written notice of termination to take effect at any time on or after the expiry of the Initial Period.

4. RESPONSIBILITIES OF - The Supplier

Throughout the Term of this Agreement, The Supplier shall:

- 4.1. Take full contractual responsibility for the provision of the Training Courses to the Client and/or its nominated Delegates.
- 4.2. Maintain all Training Course content to reflect current technology, issues and thinking.
- 4.3. Supply CourseMonster with any information which comes into its possession if the Supplier considers that it may assist CourseMonster to effect sales under this Agreement.
- 4.4. Develop, maintain or use Training Course materials, notes, handouts and supplementary information and provide copies for each Delegate, in so far as third party training course providers generally permit this.
- 4.5. Provide suitably qualified, competent instructors to deliver all Training Courses offered by CourseMonster in connection with this Agreement and ensure that all Training Courses are provided to high professional standards.
- 4.6. Inform CourseMonster as soon as practicable in the event that any changes are made to its standard or scheduled Training Courses.
- 4.7. Provide a suitably equipped training venues for any scheduled public Training Courses.
- 4.8. Provide and deliver all training materials and instructors, along with any equipment stated in the original quotation, to the Training Course venues.

- 4.9. In the event of any reasonable customer dissatisfaction raised with the Supplier, take immediate and direct action to remedy the matter to the reasonable satisfaction of the Client and CourseMonster.
- 4.10. In the event that a Training Course needs to be cancelled the Supplier will notify CourseMonster no later 2 weeks prior to the Training Course start date.
- 4.11. In the unlikely event that a booking needs to be rescheduled or cancelled by CourseMonster the Supplier will honour and adhere to CourseMonster's standard booking terms and conditions: <http://www.cm-i.co.uk/info-how-it-works/title/booking-terms/>
- 4.12. The Supplier must be aware and observe all Health and Safety procedures at the Training Course venues and inform the CourseMonster of any safety issues in good time prior to the Training Course date and the Supplier warrants that it will take out and maintain industry standard indemnity insurance appropriate for a course provider of the nature of the Supplier.
- 4.13. Will send joining instructions to Delegates no later than ten (10) working days prior to the Training Course *unless* the Training Course is booked within this time frame when joining instructions should be sent immediately.
- 4.14. Will provide CourseMonster with a quotation for an onsite or bespoke Training Course within 1 working day from enquiry including full details of all fees and disbursements payable by the Client in relation to such Training Courses.
- 4.15. Will provide CourseMonster with a copy of all terms and conditions which may be applicable to all of the Supplier's Training Courses and keep CourseMonster updated as to any change of such terms and conditions at all times throughout this Agreement.
- 4.16. Subject to CourseMonster complying with its obligations under this Agreement, the Supplier shall indemnify CourseMonster against any liability which it may incur by reason of it being held out as the Supplier's agent, including all costs and expenses which CourseMonster may reasonably incur in defending any proceedings.
- 4.17. To comply at all times with the Acceptable Use Policy as posted on the Website from time to time as relating to the manner in which you may use the Website in the course of this Agreement.

5. RESPONSIBILITIES OF COURSEMONSTER

Throughout the term of this Agreement, CourseMonster shall:

- 5.1. Use reasonable endeavours to promote via the Website both the Supplier's own schedules of public Training Courses along with the availability of closed-company Training Courses, by online sales and marketing efforts to customers of The CourseMonster; and
- 5.2. Organise the venues for Training Courses delivered in closed-company format.

6. MARKETING RELATIONSHIP

- 6.1. The Supplier will make available to CourseMonster standard training materials, course content information, sales support materials and promotional materials to facilitate the operation of this Agreement. The Supplier grants CourseMonster permission to use its logo in CourseMonster marketing materials including online on the Website and on booking confirmations and invoices.

- 6.2. **Customer Ownership:** Where CourseMonster creates a sale for the Supplier, the purchaser of the Training Course for the purposes of the contract formed is the Client . However, the goodwill arising from the relationship with the Client shall accrue to CourseMonster.
- 6.3. **Non-Exclusivity:** This Agreement is Non-Exclusive in that The Supplier may also sell its training products to its own client base through its own sales and marketing efforts, and those of its other resellers and CourseMonster shall be free to act as sales agent or otherwise for any third party at its sole discretion.

7. CONFIDENTIALITY

- 7.1. The Parties agree to treat in confidence, and respect the intellectual property rights of, the other's data, documentation and information which is marked confidential or which is by nature clearly confidential ("Confidential Information"), including training materials, sales and marketing information and strategies, pricing structures, Supplier details and Client details.
- 7.2. Upon any termination of this Agreement, each Party shall cause all Confidential Information belonging to the other Party in whatever medium the same is recorded or held to be returned, deleted or destroyed according to the written instructions of the other Party.
- 7.3. The provisions of this Clause 7 shall continue after the termination of this Agreement for a period of five years thereafter.
- 7.4. Confidential Information shall be deemed to exclude any information which a party can show was already in its possession prior to receiving it from the other party; information which enters into the public domain through no fault of the receiving party; and information required by a court of law or competent tribunal to be disclosed.

8. CHARGES, PAYMENT TERMS AND CONDITIONS

- 8.1. CourseMonster shall account to the Supplier for the standard Training Course fee rates, as listed in the then current Supplier fee schedule (or in special cases as agreed in writing with The Supplier) minus the discount that currently applies to CourseMonster (which will be no less than 15%).
- 8.2. Where CourseMonster sells a one-company Training Course, any reasonable agreed and verified travel, accommodation (excluding sundries such as bar or telephone charges) or other expenses incurred by the Supplier or its employees, when delivering courses sold by CourseMonster, shall be reimbursed to the Supplier by CourseMonster to the extent that these were agreed by the Parties in advance and can be re-charged to the Client. CourseMonster may reclaim such expenses together with an appropriate administration charge (at CourseMonster's discretion) from the Client.
- 8.3. CourseMonster shall pay the Supplier the payments due to it under this clause within 14 days after the start date of each completed Training Course booked by the Supplier pursuant to this Agreement, but excluding any cancelled Training Courses.
- 8.4. In the event that CourseMonster experiences any delay in payment from any Client, CourseMonster shall use all reasonable endeavours to obtain payment from the Client and the Supplier shall give CourseMonster all reasonable assistance in this regard, where appropriate. CourseMonster shall be entitled to use all reasonable measures to enforce payment at its discretion, including applying interest and debt collection charges on the outstanding amounts and using debt collection agencies. In the event that a lower amount is recovered by CourseMonster than was invoiced, the Parties shall share the reduction of the amounts due to them under the invoice on a pro rata basis, after the deduction of CourseMonster's debt collection expenses.

- 8.5. If CourseMonster is required to account to the UK Revenue for any UK tax to which the Supplier is liable in respect of sales of the Training Courses in the Territory, CourseMonster may make an equivalent deduction from any sums which it would otherwise be liable to pay to the Supplier under this Agreement.
- 8.6. All sums payable under this Agreement are exclusive of any value added tax or other applicable sales tax, which shall be added to the sum in question or otherwise included in any relevant calculation, and where any withholding tax or similar deduction is required to be made, the sum in question shall be paid net of that deduction.

9. TRAINING COURSE ADMINISTRATION

- 9.1. The Supplier will appoint a senior executive (the "Supplier Contract Manager") to liaise with CourseMonster on behalf of The Supplier.
- 9.2. CourseMonster agrees to appoint a contact person to handle all course administration issues and to act as a reference point to the Supplier ("CourseMonster Account Manager").

10. RELATIONSHIP MANAGEMENT AND CUSTOMER SATISFACTION

The responsibility of the Supplier Contract Manager will be to:

- 10.1. Ensure that the Supplier adheres to the Terms and Conditions of this Agreement at all times.
- 10.2. For On-Site sales prospects via CourseMonster, interface with the CourseMonster Account Managers to help with the production of proposals, quotations, prices and availability information to enable CourseMonsters sales process to operate
- 10.3. Deal effectively and promptly with any of CourseMonster's requests for bulk purchase client discount arrangements.
- 10.4. Ensure that there is an effective administration procedure allowing bookings to be processed correctly between CourseMonster and the Supplier.
- 10.5. Investigate and report on any Client or Delegate complaints regarding delivered Training Course quality.
- 10.6. Maintain statistics regarding the ongoing level of sales and support between CourseMonster and the Supplier.
- 10.7. Maintain statistics relating to the levels of satisfaction from each Delegate booked by CourseMonster. This information will be made available to CourseMonster in its entirety on completion of each Training Course.
- 10.8. Engage in regular review meetings at minimum 6-monthly intervals from the commencement of the Agreement, to monitor and review joint progress, levels of mutual co-operation and efficiency.
- 10.9. Use reasonable endeavours to ensure that each Delegate completes a course evaluation form and send the CourseMonster Account Manager copies of completed course evaluation forms within ten (10) working days of all Training Course completions.

11. PERSONNEL

- 11.1. Each party agrees not to solicit or employ (either directly or indirectly) any of the staff or agents of the other party who are at any time engaged directly in the implementation of this Agreement during the term of this Agreement and for twelve (12) months thereafter, without prior written consent of that other party.
- 11.2. In the event that either party breaches this condition then such party expressly agrees to pay the other as a referral fee a sum equal to three (3) months gross salary offered by the new employer to the relevant member of staff, unless otherwise agreed in writing between the Parties.

12. INTELLECTUAL PROPERTY

- 12.1. The Supplier acknowledges that all intellectual property rights of whatever nature, including but not limited to any title or ownership rights, patent, copyright and trade secrets created, used or developed by CourseMonster during the currency of the Agreement in the course of performing its obligations, in particular in respect of the Website and its Client and Delegate database (together, "**CM Intellectual Property**") will at all times and for all purposes vest and remain in CourseMonster or its licensors as may be the case. The Supplier agrees to notify CourseMonster immediately, if it becomes aware of any illegal or unauthorised use of the CM Intellectual Property or any of the rights therein or relating thereto and will assist CourseMonster in taking all reasonable steps to defend those rights.
- 12.2. Save as stated in the terms of this Agreement, the Supplier shall not be entitled to any right of licence in the CM Intellectual Property unless the grant of that right or licence has been formalised in a deed or document executed on behalf of CourseMonster, or third party licensor.

13. TERMINATION

- 13.1. This Agreement shall continue as a minimum for the Initial Period and shall continue thereafter until terminated by either Party giving to the other not less than three (3) months written notice of termination to take effect at any time on or after the expiry of the Initial Period.
- 13.2. Notwithstanding the above, either party may terminate the Agreement if the other is in material breach of any term of this Agreement and (if such breach is capable of remedy) fails to remedy such breach within 28 days of receipt of a written notice to do so specifying that failure to remedy will automatically terminate this Agreement, or otherwise if the other Party becomes insolvent or ceases trading.
- 13.3. The above rights of termination shall apply in addition to the parties' respective rights of termination at common law. Termination shall be without prejudice to the parties' accrued rights and remedies.

14. FORCE MAJEURE

- 14.1. Neither Party will be liable for delay in performing obligations or for failure to perform obligations if the delay or failure resulted from circumstances beyond its control including but not limited to an act of God or governmental act, flood, fire, explosion, accident, civil commotion, industrial dispute, or transportation or communications problem, or impossibility of obtaining materials.
- 14.2. Each Party hereto agrees to give notice forthwith to the other on becoming aware of an event of force majeure such notice to contain details of the circumstances giving rise to the event of force majeure.

15. PUBLICITY

Any publicity to be issued by CourseMonster in connection with this Agreement shall only be issued subject to the prior consent of the Supplier, which shall not be unreasonably withheld. In addition, any publicity issued by the Supplier shall be referred to CourseMonster prior to publication for CourseMonster's written consent, which shall not be unreasonably withheld.

16. ENTIRE AGREEMENT

This Agreement forms the entire basis of any agreement reached between the parties and supersedes any previous agreement.

17. ASSIGNMENT

CourseMonster may:

- 17.1. assign the benefit of this Agreement to any person who acquires substantially all of the assets used in its business relating to this Agreement or to any other person with the prior written consent of the Supplier, which it shall not unreasonably withhold; and
- 17.2. perform any of its obligations and exercise any of its rights under this Agreement through any of its affiliate companies.

18. GENERAL

- 18.1. Nothing in this Agreement shall make either Party the partner of the other Party.
- 18.2. Each Party acknowledges that in entering into this Agreement it does not rely on any representation or warranty except as expressly set out in this Agreement.
- 18.3. No variation of this Agreement shall be valid unless agreed in writing by the Parties.
- 18.4. Nothing in this Agreement is intended to limit or exclude any liability for fraudulent misrepresentation.
- 18.5. Unless otherwise stated in this Agreement, time shall not be of the essence for the performance of this Agreement.
- 18.6. If a Party fails to exercise, or delays in exercising, a right under this Agreement, it shall not be deemed to have waived that right.
- 18.7. If a Party waives its right in relation to a breach of this Agreement, it shall not be deemed to have waived its rights in relation to any subsequent breach of the same or any other provision of this Agreement. To be valid, a waiver of any provision of this Agreement must be in writing.
- 18.8. If any part of this Agreement is held illegal or unenforceable by a court of competent jurisdiction, that part shall be deemed not to form part of this Agreement and the remainder of this Agreement shall not be affected.

19. LAW AND JURISDICTION

This Agreement is subject to English Law and the parties agree to submit to the exclusive jurisdiction of the UK courts.