

TRAINING AGREEMENT

This Training Agreement ("Agreement") is made between ESI International, Inc., a Virginia corporation having its principal place of business at 901 North Glebe Road, Suite 200, Arlington, VA 22203-1808 ("ESI") and Defense Acquisition University (DAU) Alumni Association, having its principal place of business at DAU Alumni Association, 2550 Huntington Avenue, Suite 202, Alexandria, VA 22303 ("DAU Alumni Association"). The Effective Date of the Agreement is 12/01/2005.

1. ESI's Duties

ESI will deliver Public Courses and e-Training Courses to DAU Alumni Association. Students that attend ESI training or use ESI products and services shall be defined as "DAU Alumni Assn Member". "Public Courses" are classroom-based courses in which ESI, or its international affiliate, schedules and delivers training to the general public in facilities provided by ESI. "e-Training" is defined as courses that ESI delivers via the Internet. Unless otherwise agreed, all presentations and ESI Materials will be in English.

ESI will maintain records of student participation for all training and award student course completion certificates, as applicable, to all students who successfully complete a course, as determined by guidelines set by ESI (available on ESI's web-site at www.esi-intl.com). Furthermore, ESI has the option to offer its curricula in association with The George Washington University ("GW"). If DAU Alumni Assn Member desires such an affiliation with GW, students who successfully complete the requisite number of courses (pursuant to ESI's guidelines to be provided to students separately) will earn a Master's Certificate from GW and ESI will include GW's logo on ESI materials, completion certificates, and Masters Certificates.

2. Client's Duties

For Public Courses, DAU Alumni Assn Member will work directly with the ESI office (or affiliate) located in the country where the Public Course is held to register, pay, and, if necessary, cancel a registration.

DAU Alumni Assn Member will enroll online in the e-Training that they wish to take.

3. Tuition and Invoicing

3.1 **General.** ESI's published prices may change at any time, which may affect the amount DAU Alumni Assn Member pays for training. However, the percentage discount that ESI offers on those fluctuating prices, if any – and any pricing that is not based on those fluctuating published prices – is fixed for the term of this Agreement. All ESI Materials are included in the price. Prices do not include charges, duties, levies, and other similar charges, and all local taxes that relate to DAU Alumni Assn Member acquisition of the training, including sales, use, VAT and property (ad valorem) taxes, other governmental charges and taxes, and assessments after audit. DAU Alumni Assn Member agrees to pay those charges and taxes, except for taxes based on ESI's net income or franchise taxes.

3.2 **Public Courses.** DAU Alumni Assn Member who attends the following types of Public Courses in the United States get the

following discounts off the regular, undiscounted per student tuition price published in ESI's catalog at the time of registration:

- Core Project Management: 15%
- Information Technology Project Management: 15%
- Electives: 15%
- Courses for Experienced Project Managers: 15%
- Business Analyst Courses: 15%
- Contract Management: 15%

DAU Alumni Assn Member shall pay ESI for the Public Course(s) he/she wishes to attend on an individual basis. Payment to ESI may be made by valid credit card number, electronic fund transfer, signed purchase order, or signed training form (together referred to as "Form of Payment"). ESI must receive a Form of Payment at least one month before the first day of the Public Course. (Registrations made within one month of the first day of the Public Course must be paid within 48 hours.) If not, DAU Alumni Assn Member will be contacted and given 48 hours to provide a Form of Payment. If ESI does not receive a Form of Payment within 48 hours of being contacted, DAU Alumni Assn Member's registration will be cancelled.

If a DAU Alumni Assn Member cancels attendance at a Public Course within 30 days of the beginning of that Public Course, such cancellations are subject to a \$150 processing fee. However, DAU Alumni Assn Member may send a substitute or they may transfer to another Public Course without penalty prior to the start date of the course. No-shows cannot transfer payments and will not receive a refund. Payments for DAU Alumni Assn Member cancellations and transfers will result in a credit valid for one year (refundable upon request) from the date of the originally scheduled Public Course. All Public Courses are subject to cancellation by ESI. When a Public Course is canceled, ESI assumes no responsibility for nonrefundable airline tickets or lodging expense.

3.3 **e-Training.** The tuition for DAU Alumni Assn Members who enroll in e-Training courses will be 15% off the regular, undiscounted per student tuition price published on ESI's web site for e-Training courses at the time of enrollment.

DAU Alumni Assn Members shall pay for the e-Training course(s) in which they wish to enroll with an individual or Client credit card at the time of enrolling in the e-Training course(s).

A DAU Alumni Assn Member is enrolled in an e-Training course as soon as he/she receives confirmation of enrollment by ESI via e-mail. If a DAU Alumni Assn Member withdraws from an e-Training Course within the time period set forth in the e-Training "FAQs" then on ESI's web site, he/she shall be entitled to a refund of course tuition (minus an administration fee of ten percent of the public list price).

3.4 **Invoices.** Each invoice issued is to be paid in full, without offset. DAU Alumni Assn Members shall pay to ESI each invoice within thirty (30) days of the invoice date in US Dollars. Checks, money orders, electronic fund transfers, and credit card payments are accepted. ESI offers a discount of 1% off the total tuition invoiced if the invoice is paid within 30 days of the date of the invoice.

4. Ownership of Materials

ESI retains all rights, title, and interest to the courseware and related intellectual property that ESI uses to deliver services hereunder -- and all rights in any courseware licensed by ESI from others (collectively, "ESI Materials"). ESI grants DAU Alumni Assn Members a non-exclusive, royalty-free license to permit use of any ESI Materials that are marked with an ESI copyright symbol exclusively for their internal business purposes—which are purposes related to their job duties. This includes, for example, copying materials to review for personal reference, preparing checklists, and creating working tools to be utilized in the conduct of their job duties. **Internal business purposes do not include conducting training.** ESI retains all rights to any working tools, checklists and other derivative products that DAU Alumni Assn Members create from ESI Materials under this license, except for any independent material added by the student. Students may use such derivative products exclusively for internal business purposes.

DAU Alumni Assn Members will not sell, sublicense, or otherwise make the ESI Materials available to third parties for any reason, and will not reproduce, alter, create derivative products from, or otherwise use the ESI Materials except as specifically authorized herein without ESI's prior written permission.

5. **Ownership and Use of Names and Logos.** ESI's name and service marks are owned exclusively by ESI. GW owns the GW name and mark and has granted ESI the right to sublicense them for the purposes of this Agreement.

6. **Liability**

6.1. **Limits on Liability.** ESI IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. ESI will refund course tuition for any student who is not completely satisfied with that course, but ESI is not liable for any other costs associated with such dissatisfaction. The DAU Alumni Association is not liable for any payments or non-payments by a DAU Alumni Assn Member to ESI.

ESI:

By:

Title:

Date:

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6.2. **Force Majeure.** Neither party will be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts include, but are not limited to, acts of God, strikes, walkouts, riots, acts of war, acts of terrorism, epidemics, governmental regulations, power failures, earthquakes, or other disaster.

7. **Non-Disclosure of Proprietary Information.**

If either party ("Disclosing Party") discloses information to the other party ("Receiving Party") that it wishes not to disclose to third parties, the Disclosing Party will label such information as "Proprietary Information" before disclosing it to the Receiving Party. Each party shall use its best efforts to not disclose the other party's Proprietary Information for the term of this Agreement and for two years thereafter, except as required by law.

8. **Term**

The term of this Agreement is one year from the Effective Date.

9. **Miscellaneous**

This Agreement and any Statements of Work issued hereunder constitute the entire Agreement between the parties as to the subject matter hereof and supersede all other agreements, express or implied, written or oral. Pre-printed and other additional or conflicting terms in any invoice, purchase order, acknowledgement, confirmation, or other similar document shall be void and of no effect. No modification of, or amendment to, this Agreement is binding unless such modification or amendment makes specific reference to this Agreement and is in writing and signed by both parties. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement. The failure of a party to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted hereunder shall not be construed as waiving such provision, and the provision shall continue in force. Neither party may assign this Agreement.

ESI and the DAU Alumni Association have read, understand, and agree to the terms of this Agreement.

Defense Acquisition University (DAU) Alumni Association

By:

Title:

Date:

William W. Bahumain
President, DAUAA
11/29/05

Ratified
by
Legal