# Scrum Alliance Registered Education Provider (REP) Program Application

The Scrum Alliance Registered Education Provider (REP) program is designed for instructors and training organizations that offer courses pertinent to agile and Scrum practitioners. It offers organizations an affiliation with and endorsement by the Scrum Alliance. It also gives these organizations access to course listing services on the Scrum Alliance website.

Scrum Alliance REP courses introduce practices, concepts or skills beneficial for individuals employing Scrum or other agile methodologies. All Scrum Alliance REP course content is screened to verify that the material is consistent with Scrum and agile principles.

Nothing contained within this application shall grant Scrum Alliance any ownership rights to the applicant's course material.  Scrum Alliance will treat any course materials that the applicant provides as the applicant's confidential information, and in accordance with the confidentiality section of this application. Scrum Alliance will not share the applicant's course materials with anyone who does not have a need to receive them for review purposes pursuant to this application.

Scrum Alliance REP organizations are evaluated on a regular basis to ensure the highest quality instructors and courses. Scrum Alliance REP instructors must demonstrate an ability to convey their expertise through courses that contain topics and skills pertinent to agile practitioners.

Thank you for your interest in the Scrum Alliance REP Program. Questions concerning the Scrum Alliance REP Program in general, and its associated policies, should be directed to: REPsupport@scrumalliance.org

# General Instructions for Completing the Scrum Alliance REP Application

The Scrum Alliance REP Program is designed to enhance the skills of Scrum practitioners by providing additional professional development opportunities that complement the Scrum framework. These may include such courses as agile engineering practices, leadership courses, an introduction to Scrum, or agile estimation and planning, to name a few. Applicants will be registered in the Scrum Alliance REP program after a course review1 and upon approval by the Scrum Alliance.

The instructions will guide you through the process of submitting the proper documentation to support your Scrum Alliance REP application. Any course material submitted in connection with this application shall be and shall remain the sole property of the applicant, submitted hereby under a non-exclusive license to Scrum Alliance for use in connection with this application. The submitted application will be treated as confidential and distributed to Scrum Alliance-authorized reviewers only.

## What to Submit
- Scrum Alliance REP Application and Supporting Documentation
- Trainer and Course Information Documentation

## Submitting Materials
Electronic documents must be in MS Office and/or PDF formats. These documents must be compressed in a ZIP file identified with your company name. All documents, including the Scrum Alliance REP application, must be in English.

Please upload these materials to http://dropbox.yousendit.com/ScrumAlliance.

You may also mail a hard copy of your materials to us. The review process for documents received via mail will be significantly slower, as we will have to process and distribute them to the reviewers manually. Our mailing address is: 1427 W. 86th Street, Ste 113, Indianapolis, IN, 46260-2103, USA.

## Program Procedures
You agree to provide truthful and accurate information to the Scrum Alliance with regard to your application, related documentation, course materials, and any communication provided by you to the Scrum Alliance. You agree to abide by any Scrum Alliance Code of Ethics, as adopted by the Scrum Alliance from time to time, which will be posted on www.scrumalliance.org and incorporated herein by reference. You understand that any failure to provide true, timely, and complete responses to questions in your application or related documentation may lead to termination of your rights provided herein.

The Scrum Alliance has a review team tasked with evaluating all Scrum Alliance REP applications. To ensure the confidentiality of your application materials, the review team members sign non-disclosure agreements, requiring them to maintain the confidentiality of all application materials.

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1 Any course material submitted in connection with this application shall be and remain the sole property of Applicant, submitted hereby under a non-exclusive license to Scrum Alliance for use in connection with this Application.

# Scrum Alliance REP Applicant

*Fill out once for each applicant business.*

**Business**

| | |
|---|---|
| Applicant Business Name | Today's Date |

**Contact Person**

| | | | |
|---|---|---|---|
| Prefix | First Name (Given) | Last Name (Family) | Suffix |

Applicant Street Address

| | | | |
|---|---|---|---|
| City | State/Province | Zip/Postal Code | Country |

| | | |
|---|---|---|
| Phone Number | Alt Phone Number | Email address |

1. Description of Organization
   *Please provide a description of the applicant organization and its services, in 100 words or less.*

2. Type of Courses Offered: (check all that apply)

   ☐ Public training classes
   ☐ On-site training or Private training classes
   ☐ Scrum Certification Courses
   List certifying body if other than Scrum Alliance: _____

   *Please note: The Scrum Alliance will not approve any virtual or online courses.*

3. List the Languages in which Your Organization's Courses Are Offered

   | | | |
   |---|---|---|
   | ☐ English<br>☐ Other<br>☐ _____<br>☐ _____ | Other<br>☐ _____<br>☐ _____<br>☐ _____ | Other<br>☐ _____<br>☐ _____<br>☐ _____ |

4. Required Supporting Documentation.
   o **Documentation of Business**: Submit your organization's business charter, articles of incorporation, or other evidence of corporate entity.
   o **Course Information Sheet**: Submit a completed course information sheet and supporting documentation for each course that your organization would like to submit for approval. The course information sheet is found on page 4 of this package. You may duplicate the page as needed for multiple course submissions.
   o **Trainer Information Sheet**: Submit a trainer information sheet and supporting documentation for each instructor who will be teaching one of your Scrum Alliance REP courses. The trainer information sheet is found on page 5 of this package. You may duplicate the page as needed for multiple trainer submissions.
   o **Fees:** Submit a completed Fees sheet. The Fees sheet is found on page 6 of this package.

- o **Statement of Course Applicability:** Submit a completed statement of course applicability for each course being submitted for the CSD designation. The statement is found on page 10 of this package.
- o **Agreement to Terms and Conditions:** Submit a signed copy of page 15 of this package.
- o **Mission Statement**: Submit your organization's or your department's mission statement and/or strategic objectives reflecting a commitment to Scrum/agile-related education or professional development.

## Course Information Sheet

Agile methodologies rely on frequent inspect and adapt cycles. As such, in order to evaluate Scrum Alliance REP licensees, we must have information not only on who your instructors/trainers are, but also about how you continuously improve not only the course material but its delivery as well. Provide course information for *each course* that your organization wishes to have evaluated by the Scrum Alliance. You may duplicate this form as needed to provide additional courses for approval. **Only Certified Scrum Trainers (CSTs) are authorized to teach Certified ScrumMaster (CSM) or Certified Scrum Product Owner (CSPO) courses.**

Title of course *(Please note: The Scrum Alliance will not approve any virtual or online courses.)*

Are you submitting this course for consideration toward the Certified Scrum Developer (CSD) designation*?

☐ Yes ☐ No

*If this course is being submitted for consideration toward the CSD designation, please read the **Certified Scrum Developer (CSD) Learning Objectives** Section beginning on page 7; then complete and sign page 10. The Scrum Alliance REP review committee will make the final decision as to which courses satisfy which CSD Learning Objectives. For the complete CSD program description, please refer to  www.scrumalliance.org.*

1. Provide a resume or curriculum vitae for the primary individual(s) involved in the design of the course submitted for review. Expertise may be demonstrated by such qualifications as formal education, professional experience, or other recognized credentials appropriate to course design.

2.  Include the learning objectives for each course you submit for our review.

3. Submit a complete set of course materials including the course outline/syllabus for the course being reviewed. All course materials must follow the outline/syllabus in a clear and logical manner.
    a.  Include all related materials such as student manuals, instructor manuals, study guides, lesson plans, course syllabus, and PowerPoint slides.
    b.  Provide any handouts, class exercises, group activities, learning projects, or other learning aids

4. Provide details on your course evaluation process. Give details regarding the process used to improve the quality of your courses. Describe how evaluations are used to improve offerings.

5. Provide details on your instructor evaluation process. Give details regarding the process used to improve the quality of your instructors. Describe how evaluations are used to improve course delivery.

## Trainer Information Sheet

Agile methodologies rely on frequent inspect and adapt cycles. As such, in order to evaluate Scrum Alliance REP licensees, we must have information on who your instructors/trainers are and the type of expertise they offer, in terms of both subject matter and training ability. Provide information for *each trainer* that will be teaching the course(s) your organization wishes to have evaluated by the Scrum Alliance. You may duplicate this form as needed to provide additional trainers for approval.

Trainer Name

Is this trainer currently a Certified Scrum Trainer[1]?

☐ Yes          ☐ No

[1]*If yes, you may skip steps 1-3 below.*

Is this trainer currently a Microsoft MVP or Inner Circle Partner with an ALM specialty[2]?

☐ Yes          ☐ No

[2]*If yes, the trainer's membership in these programs is proof enough of technical capability. The documentation you submit for steps 1-3 below should focus on the trainer's qualifications to teach Scrum. When necessary, the Scrum Alliance will assist MVPs and Inner Circle members in locating partners to assist them in meeting this requirement.*

1. Provide a resume or curriculum vitae for the trainer. Expertise may be demonstrated by such qualifications as formal education, professional experience, or other recognized credentials appropriate to course instruction.

2. Submit evidence that the trainer has experience providing Scrum/agile-related training. Possible documentation includes but is not limited to a signed class list, customer letter, customer completed evaluation form, invoice, etc.

3. Submit a recent evaluation for the trainer.

## Fees

Although the registration fee for belonging to the Scrum Alliance REP Program is due yearly, the Scrum Alliance REP organization and course review process will take place in a two-year cycle. To ensure the continuing quality of the Scrum Alliance REP Program, all Scrum Alliance REP licensees are also subject to periodic program audits by the Scrum Alliance. Providers may be chosen for audit based on customer feedback received by the Scrum Alliance, or randomly selected for review.

Please note the Application Review Processing Fee is non-refundable. If your application is accepted, all program fees paid to the Scrum Alliance are also non-refundable.

1.  **Select level of enrollment in the Scrum Alliance REP Program: (check one)**

    ☐ **Limited Course Provider**                     **$1,000.00 (US) yearly fee**

    The Limited Provider designation is intended for training organizations that offer three (3) courses or fewer to the public. Limited providers may register up to three (3) course titles without additional fees. There is a **$250.00 (US) annual charge** for each additional course title registered after the initial three (3).

    ☐ **Expanded Course Provider**                    **$1,500.00 (US) yearly fee**

    The Expanded Provider designation is intended for training organizations offering more than three (3) courses to the public. Expanded providers may register an unlimited number of course titles with no additional charge.

2.  **Additional fees: (check all that apply)**

    ☐ **Application Review Processing Fee**           **$250.00 (US) one-time fee**
    *(This is a non-refundable fee)*

    ☐ **Additional Course Fee**                       **$250.00 (US) per additional course**

3.  **Total Payment Due:**                           **$ _____**
                                                      *(Total of 1 and 2 above)*

All of the above fees must be submitted to the Scrum Alliance along with the initial application. In the event that the applicant organization is not accepted into the Scrum Alliance REP Program, the Scrum Alliance will retain the $250.00 (US) Application Review Processing Fee and return the remaining monies to the denied applicant. Fees quoted above are based on the pricing structure effective as of 1 January 2010. These fees may be subject to change.

**4. Payment Method (Please check one):**
☐   Wire Transfer (contact the Scrum Alliance to receive bank details)
☐   Credit Card (Use the link provided on the Scrum Alliance website to a secure payment site)

# Certified Scrum Developer (CSD) Program & Learning Objectives

To achieve the CSD designation, students must complete the following steps:

- Take and pass courses that satisfy the learning objectives as detailed in the curriculum below.

- Participate in a minimum of five training days.

- Take and pass a CSD assessment. The assessment will test general knowledge of the learning objectives listed in Objective Two: Agile Engineering Practices.

## Objective One: Scrum Knowledge

All students must have familiarity with Scrum to be eligible for a CSD designation.

Objective One can be satisfied in one of two primary ways:

Track 1.  **Earn a Certified ScrumMaster designation** - Taking the Certified ScrumMaster course and passing the CSM Evaluation fulfills the Scrum study requirement and can count for up to two of the five requisite days of formal training. Students that hold a CSM credential and take a designated Agile Engineering Practices course, as listed in Objective Two, will be eligible for CSD status and are qualified to take the CSD assessment.

*Please note that holding a Certified Scrum Product Owner credential does not fulfill Objective One (Scrum Knowledge) for a CSD designation. Current Certified Scrum Product Owners must either earn a CSM credential or follow Track 2, as described below.*

Track 2.  **Take a one-day introductory Scrum course** - Students may elect to fulfill Objective One, Scrum Knowledge, through an introductory Scrum course from a Scrum Alliance REP. Please note that students who take an introductory Scrum course other than the Certified ScrumMaster course **must also meet Objective Three** (in addition to Objectives One and Two) in order to become eligible for CSD status and to qualify to take the CSD assessment.

An introductory Scrum course must satisfy the following learning objectives:

| Agile Values | Scrum |
|---|---|
| An exploration of the values that drive agile frameworks like Scrum, including but not limited to the following concepts:<br>• Simplicity, communication, and feedback<br>• Individuals and interactions over process and tools<br>• Working software over comprehensive documentation<br>• Customer collaboration over contract negotiation<br>• Responding to change over following a plan | Study of Scrum principles and practices, including but not limited to the following key concepts:<br>• Scrum roles, activities, artifacts<br>• Working with a product backlog and a sprint backlog<br>• Working in sprints<br>• Defining done<br>• Removing impediments and process dysfunctions |

# Objective Two: Agile Engineering Practices

The three-day technical course that anchors the CSD designation will satisfy the following learning objectives.

| Architecture and Design |
| --- |
| Study of architecture and design, focusing primarily on the principles that better enable testability and ease refactoring<br>• Principles of architecture in an agile environment<br>• Design practices on an agile team<br>• Principles that enable testability and ease refactoring |

| Collaboration |
| --- |
| An in-depth look at the way agile teams work together. This might include, but is not limited to, the following concepts:<br>• Working together as one team<br>• Including the customer in the process<br>• Pair programming |

| Test Driven Development |
| --- |
| Study of test-first development, including but not limited to the following concepts:<br>• Test driven development (TDD) as a design approach<br>• Red-green-refactor cycle<br>• Unit testing principles and practices<br>• What makes good tests/measuring test effectiveness |

| Refactoring |
| --- |
| An introduction to the practice of refactoring, including but not limited to the following concepts:<br>• When to refactor<br>• Refactoring for maintainability<br>• Refactoring to patterns |

| Continuous Integration |
| --- |
| An introduction to the key practices of continuous integration, including but not limited to the following:<br>• Single command build<br>• Creating builds that are automated, self-testing, and fast<br>• The importance of a single source repository<br>• Increasing visibility & automating deployment |

## Objective Three: Technical Elective Course

Students who have taken a course that qualifies as an Agile Engineering Practices course, as listed in Objective Two, and an introductory Scrum course other than Certified ScrumMaster, as listed in Objective One, must also take an additional technical or Agile elective course. A one-day technical course must meet the learning objectives listed below. Upon completion of all three objectives, students will become eligible for CSD status and qualify to take the CSD assessment. (The Certified ScrumMaster course fulfills both Objective One and Objective Three; therefore, Certified ScrumMasters do not have to fulfill Objective Three through a separate course.)

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**One-day technical course**

Development with Scrum has many facets. For that reason, we will also consider courses that cover other topic areas, some of which are listed below. Typically these courses will count for only one of the five required days, regardless of course length.

- Customer Test-Driven Development
- Optimizing Performance
- Distributed Development with Scrum

- Agile Database Development
- Incorporating User Experience into Scrum
- Design and Test for Operations

- Addressing Security in an Agile Development Process
- Other

  _____
  *Please specify*

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## Statement of Course Applicability

I have reviewed the Learning Objectives for the CSD designation and believe that the course submitted satisfies the learning objectives for the following objectives:  (check all that apply).

*Objective 1*      *Scrum Knowledge*      ☐

*Objective 2*      *Agile Engineering Practices*      ☐

*Objective 3*      *Technical Elective Course*      ☐

*Agile  Elective Course*      ☐


_____          _____          _____

Signature                                                  Printed Name                                          Date

# Terms and Conditions

**Please read the following terms and conditions (the "Terms") carefully.** These Terms describe your responsibilities, benefits and the terms under which the Scrum Alliance ("Scrum Alliance," "We," "Us" or "Our") grants to you ("Applicant," "You," or "Your") the right to promote yourself as a Scrum Alliance REPsᴍ licensee and to perform the Permitted Activities for the Term (as defined below).

By signing this Application on the last page, You indicate that You have read, accepted and understand the Application and these Terms, and that You agree to them and intend to be legally bound by them. Applications will not be accepted without the requisite signature.

**DEFINITIONS.**

Applicant means the Applicant company (i.e., a legal entity and contact person as designated in the Application), its instructors, trainers, agents, or representatives.

Courses means the listed courses as set forth in "Trainer and Course Information Required" in the Application, consisting of Scrum/agile-related training courses which Applicant teaches to other individuals.

Scrum Alliance REP means the designation or service mark used by an Applicant to designate itself as a Scrum Alliance Registered Education Provider, which mark Applicant is permitted to use upon Applicant's successful completion of the Scrum Alliance Registered Education Provider review process, and which continues for so long as Applicant continues to satisfy Scrum Alliance's requirements to maintain that designation.

Fee means the payments Applicant makes in consideration of the rights and licenses granted herein, as specified in the "Fees" section of the Application.

Instructor Assessment Data means relevant information regarding Applicant's performance as an instructor/trainer, that can be used by individuals to make instructor selection decisions.

Marks means Scrum Alliance REPsᴍ and the associated logos further described in Appendix A hereof, which list may be amended by Scrum Alliance from time to time.

Permitted Activities means the authorized use of the Marks in Applicant's publications, training materials, website, and in the instructional services Applicant may provide to third parties, as Scrum Alliance may amend them from time to time.

Scrum Alliance Sites means: (a) Scrum Alliance's primary website (www.scrumalliance.org) and any other websites Scrum Alliance owns; and (b) websites with which Scrum Alliance has entered into partnerships for activities including, but not limited to, content sharing and marketing.

**TRAINING COURSES.**

Course Listings. As long as Applicant is not in breach of these Terms, Applicant is permitted to list its Courses on the Scrum Alliance Sites. Only courses approved by the Scrum Alliance will be allowed to be listed at the Scrum Alliance Sites. If Applicant cancels a Course or otherwise changes its dates or location, Applicant must notify Scrum Alliance immediately so Scrum Alliance can remove Applicant from or update Applicant on the Scrum Alliance Sites. Applicant may, at its sole discretion, list each of its Courses on any other websites of its choosing.

Course Content. Unless Scrum Alliance otherwise specifies to Applicant in writing, the specific materials Applicant uses when delivering Courses may be of Applicant's own design. Applicant's Course material submitted in connection with this Application shall be and remain the sole property of Applicant, submitted hereby under a non-exclusive license to Scrum Alliance solely for use in connection with this Application. Nothing contained herein shall grant Scrum Alliance any ownership

rights to Applicant's Course material. Scrum Alliance will treat any Course materials that Applicant provides as Applicant's confidential information, and in accordance with the Confidentiality section of this Application. Scrum Alliance will not during the Term or afterwards, share Applicant's Course materials with anyone who does not have a need to receive them for review purposes pursuant to this Agreement. Applicant must submit to Scrum Alliance a copy (in a format that We specify, an electronic copy is preferred) of Applicant's Course material for compliance review. A paper submission will be allowed, documents can be sent to 1427 W. 86th Street, Ste 113, Indianapolis, IN, 46260-2103, USA. If We, in Our sole discretion, deem Applicant's Course material to be out of compliance with the applicable Content Requirements, We will provide Applicant with a written description of all compliance deficiencies and Applicant must update Course materials to Scrum Alliance's satisfaction before Applicant may use/teach with such Course materials. The assessment of the Applicants materials will not be shared with anyone who does not have a need to receive the assessment for review purposes pursuant to this Agreement.

Instructor assessment. In order to maintain a consistent level of quality and professionalism the Scrum Alliance reserves the right to initiate a review process in which Applicant's and Applicant's Trainers skills and abilities as a Scrum Alliance REP$_{SM}$ licensee will be assessed.

Non-Scrum Alliance Certifications. During the Term, as defined below, if Applicant teaches, promotes, markets, advertises or supports any past, current or forthcoming certification in the field of Scrum that is not itself sanctioned, approved or sponsored by the Scrum Alliance, Applicant must clearly indicate on its website and on any documentation, advertisements, marketing or promotional materials related to such Scrum certification course, that such Scrum certification is not sanctioned, approved or sponsored by the Scrum Alliance. The following is an acceptable form for such a disclaimer:

"This Scrum certification course is not sponsored or approved by The Scrum Alliance, Inc. and nothing contained in any related course materials is intended to imply an affiliation with The Scrum Alliance, Inc."

**MARKS LICENSE.**

Grant of Marks License; Term. Scrum Alliance hereby grants Applicant a non-exclusive, non-transferable, non-sublicenseable worldwide personal license to use, reproduce and publicly display the Marks only in connection with Applicant's services and promotion of Applicant's status as a Scrum Alliance REP$_{SM}$ licensee. Applicant may use the Marks on promotional displays and in advertising materials ("Materials") in accordance with the guidelines in Appendix A. This license is exclusive to Applicant and does not grant any rights to any third party with which Applicant may work or perform services to use the Marks independent from Applicant. This license continues until December 31$_{st}$ of the calendar year in which you become a Scrum Alliance REP$_{SM}$ licensee, and shall automatically renew from year to year thereafter (the "Term") unless terminated earlier in accordance with these Terms. Should Applicant become aware of any possible violations of the terms of this Application Agreement or the Scrum Alliance Code of Ethics by Applicant or any third party, whether or not they have been licensed by Scrum Alliance under the Marks, Applicant agrees to promptly notify Scrum Alliance of such potential violation.

Marks Ownership. Applicant acknowledges and agrees that the Marks are Scrum Alliance's valuable property, and Scrum Alliance is the sole and exclusive owner of all rights, title and interests in and to the Marks. Any and all past, present or future goodwill arising from Applicant's use of the Marks will inure solely and exclusively to Scrum Alliance's benefit, and Applicant will not be compensated for the value, if any, that Applicant contributes to the goodwill of the Marks. Applicant has no ownership rights in the Marks and agrees not to represent in any manner that Applicant has acquired any ownership rights in the Marks.

Prior Approval of Materials.  Upon Scrum Alliance's request, Applicant will submit to Scrum Alliance, for Scrum Alliance's prior written approval, samples of all Material(s) in which the Mark(s) are being used. Scrum Alliance's approval pursuant to this section may be based solely upon Scrum Alliance's standards and may be withheld in Scrum Alliance's sole and absolute discretion.  Applicant will not use the Mark(s) in any manner that would reflect adversely on Scrum Alliance or on the image or quality symbolized by the Mark(s).

No Confusing Registrations.  Unless permitted hereunder or with Scrum Alliance's prior written consent, Applicant agrees not to use or file for registration of any trademark, collective mark, service mark, certification mark, and/or trade name, in any class and in any country ("Trade Name"), that, in Scrum Alliance's sole opinion, is the same as, similar to, or likely to cause confusion with the Marks licensed to Applicant  under  this Agreement or the following Trade Names owned by Scrum Alliance:"SCRUM ALLIANCE", "CERTIFIED SCRUM TRAINER," "CST," "CERTIFIED SCRUM DEVELOPER", "CSD", "SA REP", "CERTIFIED SCRUM COACH", "CSC", "CERTIFIED SCRUM PROFESSIONAL", CERTIFIED SCRUM PRACTITIONER", "CSP", "CERTIFIED SCRUM MASTER" "CSM", CERTIFIED SCRUM PRODUCT OWNER", "CSPO," or any confusingly similar phrasing of these Trade Names, including mere re-ordering of words.  Scrum Alliance reserves the right to withhold or suspend Applicant's license and application, should Applicant refuse to cooperate with Scrum Alliance in resolving the use of such Trade Names.

## TERMINATION.

Termination Rights.  Applicant may terminate its Application or its status as a Scrum Alliance REP℠ licensee at any time by providing Us with ten (10) business days prior written notice.  Applicant will not be entitled to any full or prorated refund of its Fee.  Scrum Alliance may terminate these Terms, Your Application and Your status as a Scrum Alliance REP℠ licensee, at any time and for any reason or no reason, by providing You with ten (10) business days prior written notice. If Scrum Alliance revokes or refuses to renew Applicant's license as a Scrum Alliance REP℠, then Applicant's rights under this Agreement will immediately terminate and Applicant will not be entitled to any full or prorated refund of its Fee. If Applicant commits fraud or other wrongful acts, or otherwise engage in conduct that Scrum Alliance believes materially impairs the goodwill associated with the Marks or the Scrum Alliance, if Applicant violates a provision of the *Scrum Alliance Code of Ethics*, or if Applicant breaches the Confidentiality provisions of these Terms, Scrum Alliance has the right to terminate these Terms and Your Application immediately upon written notice to You. If Applicant commits some other material breach of these Terms, including but not limited to breach in relation to third party Scrum certification courses, Scrum Alliance has the right in its sole discretion and in addition to its other rights granted herein, to terminate these Terms and Your Application by notifying You in writing and giving You thirty (30) days to cure the breach. If Applicant does not so cure the breach, this Agreement will terminate automatically.

Effect of Termination. Upon termination, all rights Scrum Alliance grants to Applicant under these Terms and Your Application immediately and automatically terminate and Applicant must immediately stop all display, advertising, and other use of the Marks in any and all manner.  All provisions in the following heading titles will survive the termination or expiration (the "End Date") of these Terms for any reason: "Marks Ownership", "No Confusing Use or Registration", "No Confusing Domain Names or Keywords", "Effect of Termination", "Confidentiality", "Indemnification", and "General".  The termination or expiration of these Terms will not affect Applicant's or Scrum Alliance's accrued rights or liabilities.

## CONFIDENTIALITY.

Confidential Information. Scrum Alliance and Applicant acknowledge that all information relating to Scrum Alliance's and Applicant's business and operations which Scrum Alliance or Applicant learns during or prior to the Term ("Confidential Information") is considered confidential and proprietary. Scrum Alliance and Applicant will keep confidential and will not disclose or make available any

Confidential Information to any person other than those, if any, who need to know such Confidential Information in order to perform their obligations under this Agreement or under the Scrum Alliance REP program.

Exceptions.  "Confidential Information" does not include information that:  (a) is in, or later comes into, the public domain through no fault of Applicant; or (b) prior to Applicant's receipt under these Terms was property within Applicant's legitimate possession or, after Applicant's receipt hereunder is lawfully received by Applicant from a third party having the right to disclose the information; or (c) is independently developed by Applicant through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information.

Procedures.  If Applicant must disclose Confidential Information in order to comply with applicable law or if Applicant becomes legally compelled to disclose any Confidential Information, Applicant will provide Scrum Alliance with prompt prior written notice of any such disclosure in order to safeguard Scrum Alliance's Confidential Information, and Applicant will limit the disclosure to the greatest extent possible. Applicant will exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

**INDEMNIFICATION.**

You agree to indemnify and hold Us harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits made by or against Us: (a) by reason of Your activities or performance or non-performance under this Agreement; and/or (b) for any personal injury, product or service liability, or other claim arising from the promotion and/or performance of the Permitted Activities. We promptly will notify You in writing of any claim or proceeding brought against Us for which We seek indemnification under this Agreement.  In the event of any claim or proceeding brought against You on the basis of infringement caused by Your use of the Marks in accordance with the terms of this Agreement, Scrum Alliance shall indemnify and hold You harmless against any loss, liability, damage, reasonable cost or expense (including reasonable legal fees) in connection with such claim
or proceeding except to the extent Losses are attributable to Your performance or non-performance hereunder.

**GENERAL PROVISIONS.**

Non-Waiver.  No waiver of any condition or covenant contained in these Terms or failure to exercise a right or remedy by Applicant or Scrum Alliance shall be considered to imply or constitute a further waiver by Applicant or Scrum Alliance of the same or any other condition, covenant, right, or remedy.

No Assignment. Applicant may not assign or transfer its Application or these Terms or any rights hereunder to any person or other entity, or substitute any other person or entity with respect to Applicants rights or obligations hereunder. Any such attempted assignment will be void and of no effect.

Independent Contractors.  Applicant and Scrum Alliance are independent contractors in carrying out our respective obligations under this Agreement.  Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal/agent relationship between us, and neither Applicant nor Scrum Alliance, by virtue of these Terms, shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

Notices.   All notices between Applicant and Scrum Alliance must be in writing, sent to the address appearing on the first pages of the Application or such other address as Applicant or Scrum Alliance may designate from time to time by notice to the other, and will be deemed to have been given if personally delivered, sent by registered post, delivered by an overnight express service, or faxed.  Notices that are sent or dispatched will be deemed received by the addressee: (a) in the case of personal delivery, at the time of such delivery; (b) in the case of communication by registered post, on the third business day after dispatch; (c) in the case of overnight express service, on the date on which the overnight carrier confirms receipt by addressee; and (d) in the case of fax transmission, on the first business day after dispatch.

Governing Law. This Application and Terms and Applicant's and Scrum Alliance's rights and obligations shall be governed by, and construed and enforced in accordance with the laws of the State of Indiana regardless of the choice of law rules of such state or any other jurisdiction. Applicant and Scrum Alliance irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in the City of Indianapolis, State of Indiana.

Headings and Captions. Headings and captions are for convenience only and are not to be used in the interpretation of the Application or these Terms.

Changes to Agreement. Scrum Alliance reserves the right at any time to modify, alter or update this Agreement in Our sole discretion. Notice of any new or revised terms will be published by Scrum Alliance for at least thirty (30) days after the change.

Entire Agreement. The Application and these Terms are the final, complete and exclusive agreement between Applicant and Scrum Alliance with respect to the subject matter hereof and supersedes and merges all prior discussions between You and Us.

IN WITNESS WHEREOF, Applicant and Scrum Alliance, by their duly authorized representatives, have executed this Agreement as of _____ day _____ month ___ year.

| SCRUM ALLIANCE, INC. | |
|---|---|
| | _____ (YOU) |
| BY: | BY: |
| NAME: Carol McEwan | NAME: |
| TITLE: MANAGING DIRECTOR | TITLE: |
| DATE: | DATE: |

**Marks and Guidelines for
Utilization**

The Marks[1]

SCRUM ALLIANCE REP<sub>SM</sub>

These guidelines describe the proper usage requirements for the above-listed word mark, any associated logos or composite marks of Scrum Alliance, Inc. formed around that mark, which may be supplied to Applicant and as amended by Scrum Alliance, Inc. periodically (the word mark and associated logos and composites are collectively referred to as the "Marks").

Scrum Alliance, Inc. allows those whose Applications are accepted and who are in good standing to use the Marks in connection with providing the Courses and Permitted Activities to third parties. Use of the Marks is subject to the following formal requirements:  a) Applicant may not alter, cut apart or otherwise distort the Marks in perspective or appearance; b) Applicant may not combine the Marks with or incorporate either into other words, phrases or designs; and c) Applicant may not translate the Marks into other languages, even if Applicant is using the Marks in countries outside of the United States.

When using the Marks, the following additional requirements apply:   a) The correct form of the written portion of the Marks is "SCRUM ALLIANCE REP<sub>SM</sub>"; b) the Marks must always be presented with each word in initial capital letters or in all CAPS; and c) Applicant may not alter the Marks in any way, such as varying the spelling, adding hyphens, making the multiple words into one word, or using a possessive or plural form
of  any  word  in  the
Marks.

Applicant must use the logo form of the Marks, if any, in the manner in which the Scrum Alliance provides it, wherever possible.  Applicant may not change the color, configuration or proportion of any artwork.  The SM notation (superscript, when available; otherwise, in parentheses) should always be used with the written portion of the Marks upon its first occurrence in a writing.  If use of the logo is not possible, use of the word mark may be used as follows:  SCRUM ALLIANCE REP<sub>SM</sub>; or Scrum Alliance REP<sub>SM</sub>.

Applicant may use the Marks in promotional materials, including in electronic and print advertisements, which Applicant prepares to perform the Courses, the Permitted Activities and in order to publicize Applicant's standing as a Scrum Alliance REP<sub>SM</sub> licensee.

3.      **Proper Attribution**.  You must include proper ownership attribution of the Marks through a footnote or similar legend: "SCRUM  ALLIANCE REP<sup>SM</sup>" is a service mark of Scrum Alliance, Inc. Any unauthorized use is strictly prohibited."

4.      **Prohibited Uses.**

        a.      The Marks may not be used as part of or incorporated in the name of Applicant's business, Applicant's URL, Applicant's sponsored link/ad keyword or any other key word search term

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[1] The list of Marks may be amended by Scrum Alliance, Inc. from time to time, e.g., to include new or revised composite marks built around the licensed Marks

(e.g., You cannot register, without Our approval, a domain name such as <www.scrumalliancereppro.eu> or the like).

      b.      The Marks may not be used on promotional items, such as t-shirts, coffee mugs, or similar merchandise.

      c.      The Marks may not be combined with, within or in conjunction with a composite mark of other words or designs, without authorization from Scrum Alliance, Inc. (Scrum Alliance, Inc. periodically develops composite logo designs around its marks and may, at its sole discretion, make them available under the terms of this Agreement from time to time.)