

TRAINING TERMS AND CONDITIONS
IMPORTANT- READ CAREFULLY

Unless superseded by a signed training agreement between you and Esri Eastern Africa, Esri Eastern Africa is willing to provide training to you upon acceptance of the terms and conditions contained in this Training Agreement. Please read the terms and conditions carefully. If there be any sections which are unclear, please get in touch with us for clarification.

The Training Agreement (“**Agreement**”) is between you (hereinafter “**Client**”) and **Esri Eastern Africa Ltd.** (“**Esri EA**”). Client acknowledges that Client has read and understood this Agreement and agrees to be bound by the terms and conditions hereof.

RECITALS

This Agreement allows Esri EA to conduct training courses and provide training-related services to Client who wishes to obtain training from Esri EA. Both parties agree to the terms and conditions below.

ARTICLE 1 – DEFINITIONS

- a. “**Client-Supplied Training Data**” means any digital dataset(s) including, but not limited to, geographic, vector data, coordinates, raster, or associated tabular attributes supplied by Client for use in training.
- b. “**Course Offering**” means courses offered by Esri EA as advertised on our company website and in our Course Catalogue. Course Offering is changed from time to time at the discretion of Esri EA, and there could be minor discrepancies between what we offer and what is being advertised.
- c. “**Esri EA Learning Centre**” means a learning centre with conducive learning environment and qualified instructors that has been authorised by Esri EA to offer specific training courses. Currently Esri EA operates one centre at 3rd floor KUSSCO Centre, Kilimanjaro Avenue, Upper Hill, Nairobi.
- d. “**Student**” means a registered participant for a specific training course, or training-related services.
- e. “**Training Materials**” means digital or print content required to complete a course, which may include, but are not limited to, workbooks, data, concepts, exercises, and exams.

ARTICLE 2 – TRAINING DESCRIPTION

2.1 Instructor-led and Self-paced training are offered by Esri EA in the use and appreciation of ArcGIS, ENVI and other Geospatial Software.

- a. Instructor-led training is offered at a Client site or Esri EA Learning Centre. Course information, location, maximum number of participants, and registration requirements are outlined in Article 6 and 7. Courses are conducted in close conformance with the advertised course description and are subject to change due to limitations or constraints including, but not limited to, technical capabilities, and Client’s needs.
- b. Self-paced training is offered at an Esri EA Learning Centre in close conformance with the advertised course description. Student has access to a stand-by instructor, but the number of contact hours shall not exceed 25% of the total course duration. Client may seek an extension to the course duration by not more than 1 (ONE) business day.

ARTICLE 3 – ESRI EA’S RESPONSIBILITIES

3.1 Esri EA will:

- a. Provide training in a manner consistent with the technical and professional standards of the industry.
- b. Provide an instructor qualified to conduct the training course(s), or training-related services.
- c. Provide all necessary Training Materials for Student.
- d. Confirm class at least ten (10) business days prior to the scheduled start date.
- e. Provide Lunch and refreshments for training conducted at an Esri EA Learning Centres in Nairobi and Arusha.
- f. Issue certificates on every course attended, subject to confirmation on full payment of training cost and Student’s attendance meets the minimum requirement specified in Article 4.1 g.

ARTICLE 4 – CLIENT’S REPONSIBILITIES

4.1 Client will:

- a. Ensure all Students have been registered to participate in an Esri EA training event. Unregistered Student(s) will not be allowed to participate in any training event.
- b. Confirm all registered Students meet the minimum prerequisites for the applicable training event as described in our Course Offering.
- c. Submit registrations with a confirmed payment commitment at least seven (7) business days prior to the scheduled start date. Registrations submitted without payment commitment will not be a guaranteed reservation and will be added to a wait list pending payment confirmation. All wait list reservations are subject to availability.
- d. Be responsible for the necessary travel and accommodation arrangements for all Students and agrees that Esri EA is not responsible for losses from non-refundable travel and accommodation arrangements due to the denial of student participation as a result of non-confirmation of attendance by the student.
- e. Ensure Student use of Training Materials provided by Esri EA complies with the terms of this Agreement outlined in Article 5.
- f. Assume full responsibility for Student attending training course(s) under this Agreement. Client agrees to indemnify Esri EA, its officers, directors, and employees for any and all claims, liabilities, and expenses (including reasonable legal fees) arising out of or based on any uncured material breach by Student of the terms and conditions of this Agreement.
- g. Accept that all Students are expected to attend sufficient course duration to be eligible for a course certificate.
- h. Ensure that for Client site training all Students have access to a dedicated computer that meets the recommended system specifications of the software required for the training.

ARTICLE 5 – LICENSING AND MATERIALS

5.1 Training Materials Reservation of Ownership.

This Agreement gives Student certain limited rights to use electronic and tangible versions of the Training Materials. Esri EA and its licensor(s) retain exclusive rights, title, and ownership to the copy of Training Materials, software, data, and documentation licensed under this Agreement. Training Materials are protected by international copyright treaties and/or conventions.

Should the training be conducted using Client-Supplied Training Data, then Esri EA and the Client jointly retain rights, title, and ownership to the copy of Training Materials developed from this data.

ARTICLE 6 – REGISTRATION AND CHANGES

6.1 Class Schedule

Classes are scheduled in advance. Other classes may be scheduled on request and confirmed at the discretion of Esri EA.

6.2 Transfers and Substitutions

Students may, upon official notification of at least 5 (FIVE) business days, transfer their training to another scheduled class up to two times at no charge, after which a fee of 10% of the total training fee will be charged for each subsequent transfer. Student substitutions (Student's place in class is filled by another person from the same organization) are allowed for courses which have not commenced, provided that at least 2 (TWO) working days' notice is given.

ARTICLE 7 - PAYMENT

7.1 Rates

Training by Esri EA is charged at an individual or group rate.

The group rate is limited to a maximum of 15 students per group, with individual rates being applied for every additional student to the group. Should an instructor record additional number of students during training, the Client will receive an invoice from Esri EA on the additional students.

The current rates per course are outlined on training price guide on the course catalogue, with supplementary costs of VAT of 16% for training conducted in Kenya, 18% for training conducted in Tanzania, 15% withholding tax for training conducted in Uganda, and any other supplementary costs that will be incurred in compliance with the tax laws of the country within which training will be conducted.

These rates are subject to periodic review

Payment is expected to be received prior to commencement of training. A commitment to pay such as an LPO/LSO may be acceptable before commencement.

The acceptable payment methods include: Bank Transfer, Company or Bankers Cheques, M-Pesa and Cash.

7.2 Absenteeism

If Student fails to attend a course without prior notification of 5 (FIVE) business days, the full course fee remains payable. Student can transfer their attendance as specified in Article 6.2

7.3 Training Hours

Training takes place 9 am - 5pm. If Student arrives late for a course, or is absent from any session, Esri EA reserves the right to refuse the student admission in to the class if the instructor feels the student will not gain sufficient knowledge or skills in the remaining time. In all such cases, the full course fee remains payable and the student can join the class at the next scheduled time.

7.4 Training Certificate

To conform to our requirements for any training, course certificate(s) will be issued if Student's attendance meets the minimum requirement specified in Article 4.1 g.