Rescue Training International Training Center Agreement

This Agreement is made on the date of the last signature set out below;

Rescue Training International CY LTD ("RTI"), recognized as an approved training organization and awarding body, incorporated in Cyprus (HE295505), with its registered office at Fessas & Kashoulis Tower, 3 Diagorou Street, Nicosia, Cyprus, 1097.

1. Introduction

(1) This Agreement is made to outline the terms under which the Training Center is authorized to operate under RTI and deliver the authorized RTI Courses.

2. Definitions

(2) These words and phrases have defined meanings:

RTI	Rescue Training International
Effective Date	the date of RTI signature of this Agreement;
Intellectual Property	any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property owned or used by the Awarding Organization in or for the RTI Training and assessment, Products in the Territory and any applications for these;
RTI Training and assessment Products	the RTI Training and assessment Royalties and any other RTI Training and assessment Products which the Awarding Organization allows the Authorized parties to sell under this Agreement;
Awarding Organization's Conditions	the Awarding Organization's terms and conditions of sale set out as changed by the Awarding Organization from time to time after written notice of the change to the RTI Training Center;

Territory	the countries or areas allocated to the RTI Training Center as specified are active only if it is separated specified;
RTI Training Center	An RTI Training Center is an organization (which may be public, private for-profit, or private non-profit) that provides first aid and rescue training with a higher level of responsibility and exclusivity;
RTI Instructor	Instructor shall mean persons engaged or authorized by RTI to teach and assess the RTI Courses;
RTI Instructor Trainer	Instructor Trainer shall mean persons engaged or authorized by RTI to teach and assess the RTI Instructors Courses with a higher level of responsibility and exclusivity;
Authorized Parties	Authorized by the RTI,, RTI Instructor Trainers and RTI Training Centers
Entities	Authorized by the RTI Training Centers , RTI Instructor Trainers
Courses	Courses: “Course” or "Courses" shall mean the approved RTI courses with the additional materials;
Certification	The term “certification” means the verification that on the indicated class completion date, a participant in an RTI course achieved of the required knowledge and skill objectives according to the applicable RTI Training Program Standards, to the satisfaction of a qualified and currently authorized RTI First Aid RTI Training Center;
Program Guidelines	program Guidelines" shall mean the most current Guidelines;
Working Day	any day other than a Saturday, Sunday or public holiday in RTI’s base Country;
Year	each period of 12 months from the Effective Date and each consecutive period of 12 months for the period of this Agreement;

(3) Unless the context requires a different interpretation:

(4) all singular words include plural ones and vice versa;

(5) all references to sub-paragraphs, paragraphs, schedules or appendices are to the ones in this Agreement;

(6) all references to a person includes firms, companies, government entities, trusts and partnerships;

(7) the term 'including' does not exclude anything not listed;

(8) all references to statutory provisions include any changes to those provisions;

(9) no headings or sub-headings form part of this Agreement;

3. Basis of Appointment

(10) The "Basis of Appointment" in the context of the RTI Authorized Training Center Agreement fundamentally rests on several key principles:

(11) Compliance with RTI Standards: The appointment is based on the entity's agreement and ability to comply with the high-quality standards, methodologies, and ethical guidelines established by RTI. This includes adherence to RTI's course content, instructor qualification criteria, and operational procedures.

(12) Qualification and Expertise: The basis for appointment also includes the entity's demonstrated expertise and qualifications in the field of first aid and rescue training. This encompasses both the technical competence of RTI instructors and the operational capability of the training center to deliver effective training programs.

(13) Promotion of RTI's Mission: Entities are appointed based on their alignment with RTI's mission to improve casualty survival through high-quality, evidence-based training. This involves a commitment to promoting RTI's courses and engaging in continuous improvement efforts.

(14) Legal and Ethical Compliance: The appointment is predicated on the entity's commitment to conducting its operations in full compliance with applicable laws, regulations, and ethical standards. This includes data protection laws, safety regulations, and any other legal requirements relevant to training delivery.

(15) Protection of RTI's Intellectual Property: A critical basis for the appointment is the entity's agreement to protect RTI's intellectual property rights, including course materials, trademarks, and proprietary information. This includes restrictions on the unauthorized use, duplication, or modification of RTI materials.

(16) By establishing these principles as the basis for appointment, RTI ensures that its Authorized Training Centers are well-qualified, committed to excellence, and aligned with RTI's goals and values. These criteria serve to protect RTI's interests, maintain the integrity of its training programs, and ensure the highest standards of training delivery for participants.

(17) The Awarding Organization can sell the RTI Royalties and Training and assessment Products directly to customers in the Territory, rather than having to refer them to the RTI Training Center.

4. Life of Agreement

Specifies the commencement and duration terms.

(18) Effective Date: This is the date when the agreement becomes operational. It's the starting point of the contract's lifecycle. The agreement's provisions become enforceable from this date forward.

(19) Duration: This outlines how long the agreement will last if it's not terminated earlier by either party. The duration can be fixed (stated in months or years) or based on the completion of certain conditions or milestones.

(20) Renewal Terms: If applicable, this part specifies conditions under which the agreement can be renewed. This could include automatic renewal clauses unless one party notifies the other of its intent not to renew by a certain date.

(21) Termination Notice Period: This specifies how much notice must be given by one party to the other if they wish to terminate the agreement before the end of its term. It ensures that both parties have adequate time to prepare for the agreement's conclusion.

(22) Conditions for Extension: Sometimes, an agreement might include clauses that allow for its extension under specific conditions. This part would detail those conditions and the process for agreeing to an extension.

(23) Survival of Obligations: Even after the termination or expiration of the agreement, certain obligations may continue to exist. This section outlines which obligations "survive" the agreement and for how long.

5. Facility Requirements for RTI Authorized Training Centers

Details on the physical facility, training room specifications, and required technology and equipment.

General Facility Standards:

(24) Each RTI Authorized Training Center must maintain a physical facility that is accessible, secure, and conducive to learning. The facility must comply with all local, state, and federal regulations regarding safety, accessibility, and occupancy.

(25) The facility must be in excellent condition, clean, well-lit, and organized, with appropriate signage indicating it as a location for RTI training programs.

(26) Fresh Water: Training Centers must provide an adequate supply of fresh, potable water for drinking, handwashing, and sanitation purposes to all students, instructors, and staff throughout operating hours.

(27) Toilets: Training Centers are required to have accessible, clean, and sanitary toilet facilities within the premises. The number of toilets shall comply with local health and building codes, reflecting the maximum capacity of the facility.

(28) Cleaning schedule :Training Centers must implement a regular cleaning schedule to ensure all areas, especially high-touch surfaces, toilets, and equipment, are sanitized and maintained in a hygienic state. Cleaning records should be kept and made available upon request.

(29) Lighting: All training and common areas must be adequately lit to ensure safety and comfort. Lighting levels should be appropriate for the activities conducted, with a preference for natural light where possible. 4 / 18

(30) Fresh Air: Training Centers must ensure proper ventilation in all areas to provide a supply of fresh air. Use of mechanical ventilation systems is recommended where natural ventilation is insufficient.

Temperature Control

(31) Temperature Control: Training Centers must maintain an environment within the thermal comfort zone for all training and common areas. The temperature should be kept at levels considered comfortable for the average person, according to local climate conditions and relevant health and safety standards.

(32) Heating and Cooling Systems: Adequate heating and cooling systems must be installed and maintained to adjust and regulate the indoor temperature as necessary. These systems should be capable of maintaining thermal comfort throughout the year, taking into consideration seasonal variations in outdoor temperatures.

(33) Monitoring and Adjustment: Training Centers are responsible for regularly monitoring the indoor temperature and making adjustments to heating and cooling systems as needed to ensure thermal comfort. Special consideration should be given during extreme weather conditions to maintain a safe and comfortable learning environment.

(34) Compliance: Compliance with this section is mandatory, and Training Centers must adhere to local building codes and regulations concerning indoor environmental quality and thermal comfort. Training Centers found to be non-compliant will be required to implement corrective measures to achieve the specified thermal comfort standards.

Specific Equipment Standards:

(35) Manikins: Training Centers must have an adequate number of CPR manikins to ensure a maximum student-to-manikin ratio of [1mnk/2 st], allowing for hands-on practice by all students. Manikins must meet current health and safety standards for training and be equipped with feedback mechanisms, where applicable, to enhance learning outcomes.

(36) First Aid Training Materials: Includes, but is not limited to, bandages, splints, training defibrillators (AEDs), and other first aid supplies. Materials should be reflective of real-world first aid scenarios that students are likely to encounter.

(37) Specialized Equipment: For courses requiring specialized training equipment, such as advanced life support or rescue operations, Training Centers must ensure the availability and accessibility of such equipment in line with RTI's curriculum requirements.

(38) Safety and Hygiene: All training equipment and materials must be stored, used, and maintained according to the manufacturer's instructions and relevant health and safety guidelines. Equipment must be cleaned and sanitized regularly to prevent the transmission of communicable diseases.

(39) Inventory and Maintenance Logs: Training Centers are required to keep detailed inventory and maintenance logs for all training equipment and materials. These logs should document periodic checks, maintenance activities, and any repairs or replacements, ensuring that all equipment remains in optimal condition for training purposes.

Training Room Specifications:

(40) The training room must be of adequate size to accommodate the maximum number of participants as determined by RTI, allowing for comfortable seating, movement, and practical exercises.

(41) The Training Center must provide a minimum of [4 sq m] per student in training areas to ensure comfort and facilitate effective learning. This space requirement is designed to prevent overcrowding and allow sufficient room for practical exercises.

(42) It must be equipped with adequate lighting, acoustics, ventilation, and temperature control to ensure a productive learning environment.

(43) Safety exits must be clearly marked, unobstructed, and known to all participants and staff.

Technology and Equipment:

(44) The training center must have up-to-date audio-visual equipment, including but not limited to projectors, screens, and sound systems, necessary for effective course delivery.

(45) Training equipment and supplies required for hands-on exercises and assessments must be available on-site and in good working order. This includes first aid kits, practice mannequins, and any other specialized equipment as specified by RTI for specific courses. 5 / 18

(46) A computer with internet access, a printer, and a phone must be available for administrative purposes and to access RTI's online resources and support.

Compliance and Insurance:

(47) The training center must ensure that the facility and its operations are fully insured, including liability insurance covering injuries or accidents that may occur during training activities.

(48) Complaints and Feedback: Training Centers shall establish a mechanism for receiving and addressing complaints or feedback from students, instructors, and staff.

(49) The training center must adhere to regional legislation and RTI's guidelines regarding the maintenance and operation of training facilities.

Inspection and Approval:

(50) RTI reserves the right to inspect the training center's facilities prior to granting authorization and periodically thereafter to ensure ongoing compliance with these requirements.

(51) Any deficiencies identified during inspections must be promptly addressed by the training center to maintain its authorized status.

6. RTI Training Center's Obligations

Outlines the responsibilities of maintaining contact information, adhering to RTI's Code of Ethics, and other operational obligations.

Customer Communication and Response

(52) Obligation to Respond: The Training Center agrees to promptly respond to all customer inquiries, concerns, and communications that are forwarded by RTI. This obligation includes inquiries received via phone, email, or any other electronic or conventional means.

(53) Response Time: The Training Center shall ensure that responses to customer inquiries forwarded by RTI are provided within a maximum of [24 hours] from the time the inquiry was received. The Training Center is expected to provide informative, courteous, and professional responses aimed at addressing the customer's needs or concerns.

(54) The Training Center agrees to exclusively promote and support the training courses provided by Rescue Training International (RTI). This obligation encompasses all marketing, advertising, and promotional efforts undertaken by the Training Center in relation to first aid and rescue training courses.

(55) Record Keeping: The Training Center must maintain records of all customer inquiries received from RTI and the corresponding responses. These records should include the date and time of the inquiry, the nature of the inquiry or concern, and a summary of the response provided. Records must be kept for a minimum period of [one year] for auditing and quality assurance purposes.

(56) Training and Resources: The Training Center is responsible for ensuring that staff members who handle customer inquiries are properly trained and equipped with the necessary resources and information to provide accurate and helpful responses. This includes knowledge of RTI's training programs, schedules, and any other relevant information that may be requested by customers.

(57) Compliance Monitoring: RTI reserves the right to monitor the Training Center's compliance with this communication obligation, including the review of response times and the quality of responses. Noncompliance with this section may result in corrective actions or, in severe cases, reconsideration of the Training Center's authorization status.

(58) Continuous Improvement: The Training Center commits to continuous improvement of customer service practices. Feedback provided by RTI regarding customer inquiries and responses should be used constructively to enhance the quality of customer service.

Complimentary Course Admissions for Marketing and Quality Assurance

(59) Complimentary Admissions: The Training Center agrees to provide admission for up to three (3) individuals per calendar year to its ongoing or scheduled training courses, as designated by RTI. These admissions shall be granted free of charge to the individuals selected by RTI for the purposes of marketing, promotion in the local area, or for RTI's internal quality assurance and course evaluation processes.

(60) RTI's Responsibilities: RTI will be responsible for covering the certification costs associated with the training of these individuals. The selection of individuals for complimentary admission will be at RTI's sole discretion and may include potential students, local influencers, or RTI supervisors tasked with evaluating the quality of the training, facilities, and instructional delivery.

(61) Purpose: The intent behind providing complimentary course admissions is to:

(62) Enhance local awareness and marketing reach of RTI's training programs through influential or potential students who can share their positive training experiences within the community.

(63) Allow RTI to conduct quality assurance checks and ensure that the Training Center's delivery of RTI courses meets the high standards set by RTI for educational content, instructor performance, and facility conditions.

(64) Notification and Coordination: RTI shall provide the Training Center with reasonable notice regarding the individuals selected for complimentary admission and the specific courses they are to be enrolled in. The Training Center and RTI shall coordinate to ensure that the enrollment of these individuals is processed smoothly and that their training experience aligns with the objectives of this initiative.

(65) Feedback and Reporting: Following the completion of the courses, the Training Center may be required to provide RTI with feedback or reports on the participation and performance of the individuals admitted under this section. Similarly, RTI may share insights or findings from the evaluations conducted by RTI supervisors, with the aim of continuous improvement of the training programs offered.

Important obligations

(66) Maintain a current, valid email, and physical mailing address, computer with access to the internet and printer;

(67) Maintain current authorization as an RTI Training Center while teaching RTI programs;

(68) Act conscientiously and in good faith, and follow all the Awarding Organization's instructions and not allow its own interests to conflict with its duties to the Awarding Organization;

(69) Respect the Code of Ethics of RTI ;

(70) Respect the rules of fair competition;

(71) Understand and agree that the Training Center is an independent contractor;

(72) RTI does not control or provide any tools of the trade to the Center;

(73) Center shall be responsible for its own taxes, workers compensation, insurance, and other costs, duties, obligations, and/or responsibilities associated with being an independent contractor;

(74) All personnel must have good hygiene and appearance that is both professional and suitable to the setting of the class;

(75) Assure that the learning environment and all materials included are physically safe, clean, decontaminated and in excellent condition for the intended training or use;

(76) Teach as per the latest RTI educational modules and regulatory arrangements and systems as portrayed in the RTI Training Center Guidelines in the given RTI Training Center Manual;

(77) Use its best endeavors to promote and sell the RTI Training and assessment Products throughout the Territory with all due care and diligence;

(78) Buy the RTI Training and assessment Royalties with the required accessories only for resale and negotiate and enter into contracts for the sale of the RTI Training and assessment Products in its own name and for its own account at such prices and terms as they choose and in line with the RTI guidelines;

(79) Buy only from the Awarding Organization any required materials and services of the RTI Training and assessment Products and not to buy or use similar ones from any other source;

(80) Any RTI course royalty purchasing can be used only for the intended course and can be used only by the buyer RTI Training Center; 7 / 18

(81) Refer to the Center as "RTI Training Center" or "Center of Rescue Training International" or "Rescue Training International Training Center" in all dealings with the RTI Training and assessment Products and in any associated promotional materials AND generally follow all the presentation rules of RTI;

(82) In related RTI courses or RTI Training Center actions (lectures, presentations, events, etc) the RTI Training Center will use indicated RTI signs, logos and trademarks but not in combination with other competitive logos or trademarks.

(83) Pay the renewal fee before the expiration of their Authorization.

(84) Teach a minimum of 3 classroom courses or provider update or renewals within 1 year AND attend relevant updates where or/and as required by RTI;

(85) The Authorized RTI Training Center who has met the minimum requirements for re-authorization during their two-year authorization period is allowed a maximum grace period of 90 days past the expiration date of their authorization to re-authorize; This grace period does not extend the authorization period. This requirement may be waived under special circumstances.

(86) The RTI Training Center declares that indemnifies, defends or faces, and keeps RTI, harmless from and against all claims, losses, and causes of action, liability, damages, and expenses asserted by third parties relating to or arising from any acts or omissions of the RTI Authorized Training Center or RTI Training Center Trainer;

(87) Retain program examination or knowledge review papers, rosters, and applications for one (1) year from the date the program conducted. After that period they should destroy the above, securely;

(88) Protect the interest of participants who are minors by law or unable to give voluntary consent, ensuring the legal permission of the appropriate third party or guardian;

(89) Take reasonable precautions to prevent cheating on written exams (when required);

(90) Sign or electronically submit a complete, accurate, and legible Candidate Registration Forms reflecting the actual class date(s) for every RTI training class.

(91) Maintain, at its own expense, appropriate premises, offices, stores, display and administration facilities and any training materials and systems necessary to carry out its duties under this Agreement;

(92) Take adequate precautions to prevent student injury and minimize the risk of disease transmission in the classroom;

(93) Ensure that the RTI Training and assessment Products are stored and delivered to students in the optimum condition;

(94) Ensure that every participant has the understudy materials required by the appropriate RTI Manuals;

(95) Have appropriate equipment available in sufficient quantities to ensure adequate hands-on practice by each student;

(96) Attend any meetings or congresses recommended by the Awarding Organization;

(97) Comply with all laws, regulations applicable to the RTI Training and assessment Products in the Territory, and advise the Awarding Organization of them so far, as it is relevant;

(98) Do not take part in dishonest, unethical, or unprofessional conduct; including, but not limited to, issuing unearned program certificates or engaging in slander against other Instructors or cultural, physical, racial, gender, age, or sexual discrimination;

(99) Do not engage in fraudulent or illegal actions, such as discrimination, forgery, misrepresentation, or unauthorized duplication of copyrighted training materials;

(100) Student certificates must be issued at the end of the class to students who successfully complete the class;

(101) Comply with intermittent monitoring for the reasons of quality assurance and follow all particular quality affirmation activities suggested by RTI.

(102) Upon request, shall give to the Awarding Organization access to all premises, papers, materials, information and records relevant to the RTI Training Center's activities in the Territory and send to the Awarding Organization any of them, so far as reasonable, including:

(103) the previous, current and anticipated student records, applications etc;

(104) the state that courses took place;

(105) any complaints or after sales enquires;

(106) up-to-date student lists including names, addresses and course details so that RTI Training and assessment Products can be found, for instance, traced or recalled; any overdue payments to RTI; and any policy of insurance or claims; 8 / 18

(107) Ensure business continuity, in the 1st month before the end of the present Agreement, the Awarding Organization retains the right to: refuse to accept any orders from the RTI Training Center, appoint a successor to the RTI Training Center, introduce the successor to customers and potential customers, and allow the successor to market itself as the Awarding Organization's RTI Training Center or agent;

7. Scope of Authorization and Conduct

Describes the extent of the authorization granted to the Training Center and expected conduct.

(108) Exclusive Authorization: The RTI Authorized Training Centers and its RTI Instructor Trainers and RTI Instructors (hereinafter collectively referred to as "Authorized Parties") are hereby granted exclusive authorization to conduct and offer only the courses and training programs specifically authorized by RTI, utilizing the official course materials provided or approved by RTI. No deviation from the authorized courses or materials is permitted without the express written consent of RTI.

(109) Prohibition on Competing Courses: The Authorized Parties are expressly prohibited from offering, promoting, or conducting any courses, certifications, or training programs that are similar to or compete with those offered by RTI, whether directly or through affiliation with any other organization or entity.

(110) Issuance of Certificates and Awards: The Authorized Parties are not permitted to issue any certificates, awards, or recognitions independently. All certifications and awards related to First Aid and Rescue courses must be issued directly by RTI in accordance with its policies and procedures.

(111) Restrictions on Use of RTI Authorization: The Authorized Parties shall not use their RTI authorization for the purpose of obtaining approvals, recognitions, or affiliations from other organizations or authorities in a manner that could be construed as leveraging RTI's reputation or credentials for unrelated or competing interests.

(112) Obligations to Uphold RTI's Best Interests: The Authorized Parties are obligated to conduct all their activities in a manner that supports and does not detract from RTI's best interests. Actions or conduct that could harm RTI's reputation, competitive position, or intellectual property rights are strictly prohibited.

(113) Prohibition on Independent Awarding Status: The Authorized Parties shall not seek to become or act as independent awarding bodies, nor shall they issue any form of certification or award without the explicit authorization and involvement of RTI. This restriction applies universally to any form of credentialing or recognition related to the content or domain of RTI's courses and programs.

(114) Commitment to Promotion of RTI Courses: The Authorized Parties commit to actively promoting and supporting RTI's courses and training programs exclusively. This includes a commitment to prioritizing the visibility, accessibility, and integrity of RTI's offerings in their operational territories.

8. Performance Targets and Evaluation

Sets forth performance targets and evaluation criteria. The Training Center agrees to meet or exceed the following performance targets, which are established to ensure the highest standards of training delivery in alignment with RTI's mission and objectives:

(115) Training Volume: Conduct a minimum of [3] RTI courses per calendar year to ensure adequate availability and reach of RTI training programs.

(116) Participant Success Rates: Achieve a minimum participant pass rate of [>80%] on post-course evaluations and assessments, reflecting the quality of instruction and participant understanding.

(117) Customer Satisfaction: Attain a customer satisfaction score of at least [4/5] based on post-training participant surveys, highlighting the effectiveness and impact of the training provided.

(118) Compliance and Quality Assurance: Fully comply with all RTI standards and procedures for course delivery, equipment use, and instructor qualifications, with no significant deviations reported during periodic audits.

Evaluation Criteria

(119) RTI will evaluate the Training Center's performance based on the following criteria to ensure continuous alignment with RTI's standards and goals: 9 / 18

(120) Audit Results: Regular audits will be conducted by RTI to assess adherence to training standards, facility requirements, and operational procedures. Audit frequency and scope will be determined by RTI.

(121) Participant Feedback: Collection and review of participant feedback to gauge the effectiveness of training delivery and identify areas for improvement.

(122) Instructor Performance: Assessment of instructor qualifications, teaching methodology, and participant engagement to ensure high-quality training experiences.

(123) Operational Metrics: Evaluation of operational efficiency, including course scheduling, participant registration processes, and timeliness of certification issuance.

Performance Review Process

(124) Right to Audit: RTI shall have the right to audit the Training Center's operations, financial transactions, and compliance with the Agreement's terms and conditions. Such audits can be conducted with reasonable notice, at RTI's discretion.

(125) The performance of the Training Center will be reviewed annually by RTI, or more frequently if deemed necessary. The review process will include:

(126) Performance Report Submission: The Training Center must submit an annual performance report detailing achievements against the set targets and any challenges encountered.

(127) Feedback and Recommendations: RTI will provide feedback on the performance report, including commendations for targets met or exceeded and recommendations for addressing any deficiencies.

(128) Action Plan Development: If required, the Training Center will develop and submit an action plan to address identified areas for improvement, with timelines and responsible parties clearly defined.

(129) Follow-Up Evaluation: RTI will conduct follow-up evaluations to assess the implementation and effectiveness of the action plan, adjusting future targets and strategies as necessary.

Adjustments to Performance Targets

(130) RTI reserves the right to adjust performance targets and evaluation criteria as necessary to reflect changes in training standards, market demands, or organizational objectives. Any changes will be communicated to the Training Center in writing.

9. Risk Management, Default, and Retention of Title

Details on handling risks, defaults, and ownership of materials and products.

(131) The Awarding Organization will still own the RTI Training and assessment Products, regardless of delivery, until the RTI Training Center has paid the Awarding Organization in full for those RTI Training and assessment Products and all other sums due from the RTI Training Center to the Awarding Organization at that time; The Awarding Organization can attribute money received from the RTI Training Center as being payment for whichever RTI Training and assessment Products as the Awarding Organization chooses, regardless of the circumstances;

(132) While the Awarding Organization still owns any of the RTI Training and assessment Products, the RTI Training Center:

(133) will hold those RTI Training and assessment Products on a fiduciary basis as the Awarding Organization's property and on the Awarding Organization's behalf as bailee;

(134) use or resell those RTI Training and assessment Products only in its ordinary course of trade, but (in addition to the Awarding Organization's other rights) this right will end immediately if any step occurs towards the RTI Training Center's bankruptcy, insolvency, receivership, administration, liquidation, winding up or dissolution (Insolvency Event); and

(135) must not otherwise deal with, pledge, encumber (except by floating charge) sell or dispose of those RTI Training and Assessment Products

(136) If any step is taken towards any Insolvency Event or if the RTI Training Center is overdue in any payment due, all sums will become immediately due and payable and the Awarding Organization can choose, by

immediate notice to the RTI Training Center: to end the RTI Training Center's right, if still continuing, to use or resell the RTI Training and assessment Products still owned by the Awarding Organization, enter any place to recover those RTI Training and assessment Products, and suspend or cancel any deliveries; The exercise of any of those choices will not cancel the RTI Training Center's obligation to pay the price for those RTI Training and assessment Products, provided that the Awarding Organization must make a fair allowance for the value of any RTI Training and assessment Products which the Awarding Organization has recovered

(137) The RTI Training Center must give at least one month written notice of their estimated orders; It must make each order in writing or via the RTI platform and, subject to its acceptance, the Awarding Organization estimates the reasonable delivery time and it is available to the RTI Training Center upon request, but time of delivery is not of the essence; The Awarding Organization's Conditions apply to all of the RTI Training Center's orders for and the Awarding Organization's sales of the RTI Training and assessment Products, but this Agreement prevails if there is any inconsistency between them and this Agreement;

10. Termination Provisions Termination for Cause

Termination for Non-Compliance

(138) RTI reserves the right to terminate this Agreement with immediate effect upon written notice to any Authorized Party found to be in violation of any terms outlined in this Agreement, especially those provisions specified in Article X. Termination under these circumstances shall be without prejudice to any other rights or remedies available to RTI, including but not limited to legal actions for damages or injunctive relief.

General Termination Conditions

(139) Either party can end this Agreement by 1 month written notice to the other to expire at any time during the life of the agreement;

(140) Either party can end this Agreement by immediate written notice if the other party commits a breach of this Agreement and fails to remedy it within 1 day after being given written notice giving full particulars of the breach and requiring it to be remedied;

Either party can end this Agreement by immediate written notice to the other if:

(141) that other party commits a material breach of this Agreement which is not capable of remedy;

(142) that other party is dissolved, wound up or becomes unable to pay its debts as they fall due;

(143) a receiver is appointed, of any of the property or assets of that other party;

(144) that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act);

(145) that other party has a bankruptcy order made against it or goes into liquidation;

(146) that other party, being an individual, dies or as a result of illness or incapacity becomes incapable of managing his or her own affairs; or

(147) that other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

(148) The RTI Training Center can end this Agreement if the Awarding Organization stops supplying the assessment Products;

(149) The commission of any illegal, dishonest, unethical, or unprofessional act or conviction of any crime substantially related to the duties, qualifications, or functions of an RTI Training Center including conviction of a sex crime or sex offender, may result in denial, suspension, or revocation of the RTI Training Center approval at any time;

(150) Quality issues may result suspension, or revocation of the RTI Training Center approval;

(151) RTI reserves the right to suspend or revoke the RTI Training Center approval at any time reasonably;

11. Financial Terms

Sales and marketing

(152) Unless the Awarding Organization agrees otherwise, the RTI Training Center can only make the representations, warranties or promises about the RTI Training and Assessment Products contained in the Awarding Organization's literature or as allowed by the Awarding Organization's Conditions;

(153) The parties will agree any stock levels to be maintained by the RTI Training Center for the next Quarter, so that it can meet orders and contracts from customers promptly, but failing agreement, the RTI Training Center will maintain the stock as specified by the Awarding Organization;

(154) The Awarding Organization can guide the RTI Training Center with information on advertising and promotion, information and support reasonably needed for the RTI Training Center to carry out their duties under this Agreement; The RTI Training Center must use for the RTI Training and Assessment Products only such advertising and sales matter approved by the Awarding Organization and must display advertising materials and other signs provided by the Awarding Organization;

(155) The Awarding Organization is entitled to participate with the RTI Training Center in fairs and exhibitions in the Territory;

Prices and payment

(156) The prices of the RTI Training and Assessment Products payable by the RTI Training Center are set out in current Royalties Price List and otherwise are the prices that the Awarding Organization can, from time to time and without further written notice beside the formal, notify to the RTI Training Center; Prices are exclusive of any applicable VAT and other sales taxes and duties, for which the RTI Training Center must be liable;

(157) The RTI Training and Assessment Products are sold on an "ex works" basis so prices are not subject of delivery costs, and where delivery is provided by the Awarding Organization, the RTI Training Center must pay for any delivery/ transport cost, including transit insurance;

(158) Payment must be made no later than 7 days after the date of the Awarding Organization invoice; The Awarding Organization can issue an invoice upon notifying the RTI Training Center that the RTI Training and Assessment Products are ready for collection;

12. Legal Compliance and Insurance

Requirements for compliance with laws, regulations, and maintaining adequate insurance.

(159) The RTI Training Center will comply with any regulations in force in the Territory at the date the Awarding Organization makes them available, except to the extent that the RTI Training Center fails to comply with their above obligations must keep the Awarding Organization informed of the regulations;

(160) The RTI Training Center must maintain adequate product liability insurance for any RTI Training and hold harmless the RTI against any costs, claims, expenses or losses reasonably incurred by the RTI Training Center, arising out of claims made by customers or third parties in connection with defective Training and Assessment services sold by the RTI Training Center to the student;

(161) The RTI Training Center must obtain all licences, registrations, permits or approvals necessary or advisable for the import, promotion, sale and supply of the RTI Training and Assessment Products in the Territory; The Awarding Organization must provide the RTI Training Center with reasonable assistance and support (including technical advice and information) to this end;

(162) The RTI Training Center must, at their own expense, insure and keep insured to their full replacement value the Awarding Organization's property which is at any time in the RTI Training Center's possession, custody or control; The RTI Training Center must maintain an adequate level of insurance in connection with their activities, including any insurances set out;

(163) The RTI Training Center must indemnify and hold harmless the Awarding Organization against any costs, claims, expenses or losses incurred by the Awarding Organization, as a result of the RTI Training Center, its employees or representatives, breaching any law or other regulation in force during the period of this Agreement or acting in default of a term of this Agreement;

(164) The RTI Training Center and its employees and representatives, must comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including the relative acts;

13. Intellectual Property

Usage and protection of RTI's intellectual property.

(165) The RTI Training Center acknowledges that the Intellectual Property in the RTI Training and Assessment Products and the Awarding Organization's business and goodwill are the Awarding Organization's property; The RTI Training Center can only use the Intellectual Property for the purposes of, and during, this Agreement, and only as authorised by the Awarding Organization;

The RTI Training Center must:

(166) not do, or fail to do, or authorise anyone else to do, anything which could invalidate the Intellectual Property;
(167) not use any trademarks, trade names or get-up which resemble those of the Awarding Organization; nor alter remove, or otherwise tamper with any trademarks, trade names or get-up which would be likely to confuse or mislead the public;
(168) notify the Awarding Organization as soon as it becomes aware of any actual, threatened or suspected infringement in the Territory of the Intellectual Property; and
(169) at the request and expense of the Awarding Organization, take all steps during this Agreement as the Awarding Organization reasonably requires, to assist in maintaining and enforcing in the Territory the Intellectual Property; This may include bringing or defending any court or other legal proceedings concerning Intellectual Property matters;
(170) The RTI Training Center is authorized/obliged to use the “Rescue Training International Training Center” Artwork; The Artwork must be displayed on the RTI Training Center business website as it is instructed and in advertising or connected informational materials (flyers, etc;); The business must remove the Artwork from all advertising media if an RTI Training Center is no longer contracting with the RTI;

Grant of License:

(171) RTI hereby grants the Authorized Entity a non-exclusive, non-transferable, limited license to use the RTI Authorized Signs, Marks, and Logos (hereinafter referred to as "RTI Marks") in accordance with the terms and conditions set forth herein and any additional guidelines provided by RTI.

Conditions of Use:

(172) The Authorized Entity shall use the RTI Marks solely for the purpose of identifying itself as an RTI Authorized Training Center and in direct connection with the promotion and conduct of RTI authorized courses.
(173) The RTI Marks must be displayed prominently and in accordance with the specifications provided by RTI, including, but not limited to, placement, size, color, and design.
(174) Any use of the RTI Marks on physical premises, websites, advertisements, promotional materials, social media, merchandise, or apparel must be pre-approved by RTI in writing.

Prohibited Uses:

(175) The Authorized Entity is expressly prohibited from altering, modifying, or distorting the RTI Marks in any way.
(176) The RTI Marks may not be used in a manner that implies endorsement by RTI of any product, service, or activity not authorized or provided by RTI.
(177) The Authorized Entity shall not sublicense, transfer, or assign its rights to use the RTI Marks to any third party without the prior written consent of RTI.

Compliance and Monitoring:

(178) RTI reserves the right to monitor the Authorized Entity's use of the RTI Marks to ensure compliance with the terms of this Agreement.

(179) The Authorized Entity agrees to provide RTI with access to any materials or platforms where the RTI Marks are used, upon request, for the purpose of verifying compliance.

Remedies for Unauthorized Use:

(180) In the event of unauthorized use of the RTI Marks by the Authorized Entity, RTI reserves the right to take any and all actions deemed necessary, including, but not limited to, revocation of the license granted herein, termination of this Agreement, and pursuit of legal remedies.

Termination of License:

(181) The license to use the RTI Marks granted under this Agreement shall terminate automatically upon the expiration or termination of this Agreement.
(182) Upon termination of the license, the Authorized Entity shall immediately cease all use of the RTI Marks and destroy or return any materials bearing the RTI Marks to RTI.
(183) This Article ensures the integrity and proper use of RTI's branding by Authorized Entities, protecting RTI's intellectual property and brand reputation. Compliance with these terms is essential for maintaining the partnership between RTI and the Authorized Entity.

14. Use of RTI Authorized Signs and Marks

Guidelines for the usage of RTI signs, logos, and trademarks. Limitations to be aware of regarding the use of RTI marks.

(184) Authorization: Only RTI Authorized Training Centers, instructors, and entities explicitly granted permission by RTI may use RTI signs, logos, and trademarks.
(185) Integrity: The RTI Authorized Marks must not be altered, distorted, or modified in any way. This includes maintaining the correct color scheme, proportions, and clear space around the marks.
(186) Visibility: RTI Authorized Marks should be prominently displayed on all physical and digital platforms to indicate the authorized status.
(187) Display of Signs and Logos: The RTI Training Center is required to prominently display RTI's signs, logos, and other branding materials at its facility and in its promotional activities. This includes, but is not limited to, the entrance of the training facility, classrooms, and common areas to visibly endorse the association with RTI.
(188) Promotional Use of Branding: The Training Center agrees to use RTI's signs, logos, and branding materials in accordance with RTI's branding guidelines and only for purposes that directly promote RTI's training courses and initiatives. This obligation extends to online platforms, including the Training Center's website, social media pages, and digital marketing campaigns.
(189) Compliance with Branding Guidelines: All uses of RTI's branding materials by the Training Center must comply with the branding and promotional guidelines provided by RTI. The Training Center must obtain prior written approval from RTI for any new designs, materials, or uses of RTI's logos and signs that deviate from the standard guidelines.
(190) Quality and Integrity of Branding Materials: The Training Center is responsible for ensuring that all physical and digital copies of RTI's branding materials are of high quality and accurately represent RTI's brand. Damaged, outdated, or otherwise compromised branding materials must be replaced promptly to maintain the integrity of RTI's brand image.

(191)Physical Locations placement:

(192) Entrance and Reception: RTI Authorized Marks should be placed at the entrance and in the reception area of the training center. Signs should be of a size that is easily visible to visitors.
(193) Classrooms: Each classroom designated for RTI courses should display the RTI Authorized Mark near the entrance or on the wall visible to participants.

(194)Web Pages:

(195) RTI Authorized Marks should be used on the homepage and on specific pages detailing RTI courses.

(196) A hyperlink to the official RTI website should accompany the mark where possible, directing users to RTI's official site for more information.

(197)Advertisements and Promotional Materials:

(198) All advertisements, brochures, posters, and digital marketing materials promoting RTI courses must include the RTI Authorized Mark.

(199) Guidelines for the size and placement of the mark on such materials should follow RTI's specifications to ensure brand consistency.

(200)Social Media:

(201) RTI Authorized Training Centers are encouraged to use the RTI Authorized Marks on their social media profiles and in posts related to RTI courses.

(202) The use of the mark should adhere to each social media platform's guidelines regarding promotional content.

(203)Merchandise and Apparel:

(204) Use of RTI Authorized Marks on merchandise or apparel (e.g., T-shirts, caps, bags) intended for distribution or sale must receive prior approval from RTI.

(205)Compliance and Monitoring

(206) RTI reserves the right to review and monitor the use of its Authorized Marks to ensure compliance with these guidelines.

(207) Unauthorized or incorrect use of RTI marks may result in revocation of the authorization status and/or other legal actions.

(208)Contact and Support

(209) For any questions regarding the use of RTI Authorized Marks or to seek approval for specific uses not covered in this guide, authorized entities should contact RTI's marketing or legal department for assistance.

(210) This guide ensures that all RTI Authorized Training Centers and affiliates accurately represent their association with RTI, reinforcing the brand's reputation and credibility. Adherence to these guidelines is essential for maintaining a strong and unified brand identity.

15. Limitation of Liability and Indemnification

(211) Specifies limitations on liability and indemnification obligations.

(212) Protection Against Misuse of Information: The Authorized Parties acknowledge that the training information, methodologies, and materials provided by RTI are for educational purposes only. The Authorized Parties agree to not misuse the training information or represent the skills and knowledge taught as being applicable beyond the scope of emergency first aid and rescue situations as defined by RTI.

(213) Liability for Injuries: The Authorized Parties shall take all necessary precautions to ensure the safety and well-being of participants during training sessions.

(214) RTI shall not be held liable for any injuries, damages, or losses occurring during the training or as a result of applying the skills and knowledge taught in the courses.

(215) The Authorized Parties are responsible for maintaining adequate safety measures and insurance coverage to address such incidents.

(216) Indemnification: The Authorized Parties agree to indemnify, defend, and hold harmless RTI, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses (including reasonable attorneys' fees), arising out of or in connection with:

(217) Any breach of this Agreement by the Authorized Parties;

(218) The misuse of training information provided by RTI;

(219) Any injury, loss, or damage sustained by any participant or third party as a result of or in connection with the training conducted by the Authorized Parties, or the application of skills and knowledge taught in RTI's courses;

(220) Any misrepresentation by the Authorized Parties regarding the effectiveness, applicability, or scope of the first aid and rescue skills taught in RTI's courses.

(221) This indemnification shall survive the termination or expiration of this Agreement and shall apply to any actions or omissions by the Authorized Parties during the term of this Agreement.

Some limitations you need to be aware of are:

(222) The RTI logo cannot be placed on goods that you intend to sell (such as mugs or T-shirts); If you want to use the logo on staff shirts for example, you will need to get separate written authorization;

(223) Websites and promotional material should clearly identify the RTI Training Center who will be conducting any training;

(224) RTI can change the content of the RTI kits or stop using it at all or make any specialized arrangements at any time and without further notice.

(225) RTI can change or specialize the RTI price list.

(226) You are not able to use the RTI name or logo on internet domain names or email addresses;

(227) It cannot be combined with other marks, symbols, language or be altered in any way; You need to follow the exact format, character, general appearance, type style, background and proportions of the logo/ mark;

16. Confidentiality

Obligations regarding the confidentiality of information.

Each party must at all times keep confidential and not disclose to any person any

(228) Confidential Information and only use such Confidential Information for the purposes of performing its obligations under this Agreement;A party may disclose Confidential Information to its employees, officers, sub-contractors, representatives or advisers (Permitted Disclosees) who need to know such information for performing the party's obligations under this Agreement; That party must ensure that the Permitted Disclosees comply with the confidentiality provisions of this Agreement;

(229) Each RTI Training Center must respect the confidentiality of all participants information; Within their professional role, the RTI Training Center must: Protect the participant’s confidentiality in conversations, advertisement and any other conditions unless otherwise agreed in common in writing or, when necessary due to a medical occurrence or when legally required;

(230) Compliance with Data Protection Laws: The Training Center agrees to comply with the General Data Protection Regulation (GDPR) and any other applicable data protection laws in the handling, processing, and storage of personal data. This includes obtaining necessary consents, safeguarding personal data, and ensuring lawful processing.

(231) Data Processing Agreement: Where applicable, the Training Center shall enter into a Data Processing Agreement with RTI, outlining the scope, nature, and purpose of data processing, along with the responsibilities and obligations of both parties in compliance with GDPR.

(232) Cybersecurity Obligations: The Training Center agrees to implement and maintain adequate cybersecurity measures to protect the integrity, confidentiality, and availability of digital data and systems used in connection with RTI's training programs.

(233) Incident Reporting: The Training Center must report any cybersecurity incidents or breaches that affect RTI's data or operations to RTI within 48 hours of detection.

17. Consequences of Agreement Termination

Details on the process and consequences of agreement termination.

(234) The end of this Agreement will not affect either party's accrued rights in the end;

(235) Other than as set out in this Agreement, neither party will have any further obligation to the other under this Agreement after its end;

Upon this Agreement end, the RTI Training Center must immediately stop:

(236) describing itself as an RTI Training Center of the Awarding Organization; and
(237) using any trademarks, trade names and brand names of the Awarding Organization (including on stationery, premises and vehicles);

Once this agreement ends will:

(238) Immediately stop teaching the RTI courses, RTI Training Center may complete courses in progress;
(239) Immediately stop representing to the public that they are Authorized by RTI or the RTI courses;
(240) Immediately stop any use of the RTI name, trademarks and copyrighted material;
(241) Promptly pay all amounts owed to RTI;
(242) The RTI Training Center must, at its own expense within 30 days, return to the Awarding Organization any of the RTI Training and Assessment Products in stock (other than any that they have paid for, or accepted orders from customers, before this Agreement's end), samples and any advertising, promotional or sales material in their possession; The RTI Training Center must destroy any of that material as directed by the Awarding Organization;Circumstances beyond the control of the parties
(243) Neither party will be liable for any failure or delay in executing an obligation (including a delivery delay or failure) resulting from any cause beyond their reasonable control, but it must as soon as reasonably practicable notify the other party accordingly; In that case, either party can then suspend or end its obligations under this Agreement;
(244) Upon termination of this Agreement, regardless of the cause, the following conditions shall apply to the Formerly Authorized RTI Party (hereinafter referred to as "the Party") to ensure the protection of Rescue Training International's (RTI) interests, including its members, training centers, proprietary knowledge, and expertise:
(245) Non-Use and Non-Disclosure: The Party agrees not to use, disclose, or communicate, directly or indirectly, any information, training methodologies, or proprietary knowledge related to first aid and rescue training acquired during the term of this Agreement with RTI, to any third parties. This includes but is not limited to RTI members, RTI Training Centers, or individuals and entities that were trained or certified by the Party under the auspices of RTI.
(246) Non-Solicitation: The Party is expressly prohibited from soliciting, enticing, or in any manner engaging with students, members, or affiliates of RTI, including those trained by the Party, for the purpose of providing or promoting first aid and rescue training services that compete with or are similar to those offered by RTI, for a period of [specify duration] following the termination of this Agreement.
(247) Protection of Proprietary Information: The Party acknowledges that during the term of the Agreement, it has been exposed to and may have contributed to the development of proprietary information, trade secrets, and confidential knowledge belonging to RTI. The Party commits to maintaining the confidentiality of such information and refraining from using it for any purpose outside of the provisions of this Agreement or after its termination.
(248) Return of Materials: Immediately upon termination, the Party shall return to RTI all documents, materials, and tangible items that were provided by RTI or created in connection with the Agreement. This includes training manuals, marketing materials, and any copies thereof. The Party must also delete or destroy any digital versions of such materials in their possession or control and certify in writing to RTI that such actions have been completed within 30 days of termination.
(249) Legal Remedies: RTI reserves the right to seek all appropriate legal remedies, including injunctive relief and damages, against the Party for any breach of the post-termination obligations set forth in this Article. Such remedies are in addition to, and not in lieu of, any other rights and remedies available to RTI under law or in equity.
(250) Survival: The obligations imposed by this Article shall survive the termination of this Agreement and shall continue to bind the Party, its successors, heirs, and assigns.

18. Entire Agreement

Statement that the agreement constitutes the entire understanding between the parties.

(251) This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place about this Agreement;This Agreement, including any appendices, manuals, guides, exhibits, constitutes the entire agreement between Rescue Training International (RTI) and [Training Center] regarding the subject matter herein. It supersedes all prior negotiations, discussions, understandings, and agreements between the parties, whether written or oral. This Agreement represents the mutual understanding of the parties with respect to the Training Center's authorization to deliver RTI's proprietary training programs and obligations related thereto.

(252) No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties. This Agreement may not be interpreted or construed to confer any rights or remedies on any third persons other than the parties to this Agreement and their respective successors and permitted assigns.

(253) The parties acknowledge that, in entering into this Agreement, they do not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

19. General Provisions

(254) Waiver: No delay, failure, or omission by either party in exercising any right, power, or remedy provided by law or under this Agreement shall affect that right, power, or remedy; nor shall it be interpreted as a waiver.

(255) Survival: Obligations and duties under this Agreement, which by their nature should survive the termination or expiration of this Agreement, including but not limited to confidentiality, indemnification, and intellectual property provisions, shall remain in effect beyond the termination or expiration of this Agreement.

(256) Severability: If any provision of this Agreement is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the provision will be severed from this Agreement, and the remaining provisions will continue in full force and effect.

(257) Relationship of the Parties: Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency, or employer-employee relationship between RTI and the Training Center. Neither party is authorized to make any representations, contract, or commitment on behalf of the other party unless specifically requested or authorized in writing to do so.

(258) Notices: All notices under this Agreement must be in writing, and delivered via pre-paid first-class post, hand delivery, fax, or email to the addresses specified in this Agreement. Notices will be considered received: if by post, on the second working day after posting within Cyprus and on the tenth working day if posted internationally; if by hand, at the time of delivery; if by fax, on the next working day after transmission; and if by email, on the next working day after transmission.

(259) Assignment and Subcontracting: RTI reserves the right to assign or otherwise transfer any of its rights or subcontract any of its obligations under this Agreement to any third party without restriction. The Training Center may not assign, transfer, subcontract, or delegate its rights, duties, or obligations under this Agreement without the prior written consent of RTI, which shall not be unreasonably withheld.

(260) Amendment: This Agreement and its articles may be amended, modified, or supplemented at any time by Rescue Training International, including changes to supporting documentation such as appendices, guides, manuals, etc., as deemed necessary by Rescue Training International. Any such amendments will become effective upon notification to the other party or as otherwise specified by Rescue Training International.

(261) Arbitration: In the event of a dispute arising out of or in relation to this Agreement, the parties shall first seek resolution through mediation. If mediation is unsuccessful, disputes shall be resolved by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce.

20. Governing law and jurisdiction

(262) Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of Cyprus. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Cyprus.

(263) The parties have signed this Agreement on the day(s) and year set out below:

Acceptance

By signing below, the RTI Training Center and the legal owner or representative agree to the terms described herein.

On Behalf of the RTI Training Center	On behalf of Rescue Training International
Date	Date