



## The Institute of Certified Public Accountants of Pakistan (ICPAP)

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This Tuition Provider Agreement ( "Agreement" ) is made at **Islamabad** on this **day \_\_\_\_\_ of \_\_\_\_\_ 2012**, between **Mr. \_\_\_\_\_** applying to be registered as a Tuition Provider in the ICPAP Tuition Provider Channel ( "Channel" ) (hereafter referred to as "Registered Tuition Provider," "you" ) and **Institute of Certified Public Accountants of Pakistan** (hereafter referred to as, "ICPAP," "we," "us" or "our" ). By applying to participate in the Channel, you agree to be bound by this Agreement.

**1. Purpose.** To promote Candidate customer satisfaction, we have developed and maintain the Channel, designed to ensure that entities which support, market and deliver ICPAP approved tuition products and services ( "Tuition Services" ) to Candidates, have the necessary expertise and resources. This Agreement, the Registered Tuition Provider Guidelines ( "Guidelines" ) and the Application to Register as a Tuition Provider ( "Application" ), and where applicable the Application to Renew Registration as a Tuition Provider ( "Renewal" ), set forth the terms and conditions under which you are authorised to participate in the Channel and to supply Tuition Services to Candidates. Terms which are defined in this Agreement have the same meaning when used in the Guidelines. In the event of a conflict between Channel documentation, the documents will take priority in the following order of precedence: (a) this Agreement; (b) the Guidelines; (c) the Application; (d) (where applicable) the Renewal; and (d) any other Channel documentation. "Candidate" means a person enrolled in the CPA Program.

### **2. Authorisation.**

2.1 If accepted by us, we grant to you, authorisation as a Registered Tuition Provider. The requirements to qualify as a Registered Tuition Provider are defined in the Guidelines. Your continued authorisation is based on your compliance with this Agreement and the Guidelines.

2.2 The authorisation is non-exclusive and is personal to you that applied to participate in the Channel.

2.3 This Agreement and the authorisation granted hereunder, are effective when the Application is accepted by us in writing, by sending to you a Registration Certificate and shall remain in effect until terminated as provided in this Section and Section 13. Your continued authorisation is always subject to compliance at all times with this Agreement and other Channel requirements and obligations. From time to time we may update this Agreement, in which case you will receive prior written notice of at least (30) days requesting you to accept the revised Agreement online. If you do not accept the revised Agreement within that time, we may terminate this Agreement and your authorisation under Section 13.

**3. Authorisation Changes.** You agree to review on a regular basis, the information available on the Registered Tuition Provider webpage on the ICPAP website. We reserve the right, in our sole discretion and without any compensation to you, to change the Guidelines, as well as any requirements, benefits



**ICPAP**

or other features of authorisation at any time. Any such changes become effective immediately upon written notice, which may take the form of publication on the Registered Tuition Provider webpage. If you do not accept such changes, you may terminate this Agreement by providing us with (30) days written notice.

**4. Eligible Customers.** This Agreement authorises you to market and sell Tuition Services only to Candidates of ICPAP.

**5. Candidate Satisfaction.** You agree that high Candidate satisfaction is a condition of your continued authorisation by us. To ensure high Candidate satisfaction, you agree to:

- Ensure that the Tuition Services marketed and delivered to a Candidate are appropriate to the Candidate' s requirements;
- Maintain a Candidate report for each Candidate (each Candidate report to include the name and address of the Candidate, dates of and segment enrolment in your Tuition Services, ICPAP membership number and campus facilitators);
- Conduct surveys from time to time, to measure Candidate satisfaction and if requested by us, provide copies of such surveys to ICPAP. (ICPAP reserves the right to conduct surveys on your Candidates to measure, amongst other things, Candidate satisfaction. You agree to provide all reasonable assistance to us to conduct such surveys);
- Provide access to ICPAP from time to time, for onsite campus visits and reviews of the content, delivery, marketing, promotion and Candidate satisfaction, of your Tuition Services;
- Conduct business in a manner which reflects favourably at all times on our products and services, goodwill and reputation;
- You will not engage in any deceptive, misleading or unethical practices which are or might be detrimental to us or our products or services;
- Refrain from making any false or misleading representations with regard to us or our products or services; and
- Refrain from making any representations, warranties, or guarantees to customers or other third parties with respect to the specifications, features or capabilities of the Materials that are inconsistent with the literature distributed by us.



- 6. Warranties as to eligibility and requirements.** You warrant and continue to warrant the following during the course of your participation in the Channel: (a) you will supply the Tuition Services in compliance with all relevant laws and in the manner set out in this Agreement and with all due skill, care, and diligence and in accordance with accepted professional and higher education practices; (b) the Tuition Services are fit for their intended purpose; (c) you and each and every member of your staff meet the eligibility and other requirements of this Agreement, the Guidelines, the Application and Renewal; (d) you and each and every member of your staff are suitably qualified, competent, accredited and licensed to provide the Tuition Services; (e) you have knowledgeable and experienced staff, able to deliver a structured teaching program, including advice on study options and tutorial support; (f) you will advise us in writing, of all staff who will be providing the Tuition Services and all changes to your tutoring staff; (g) you have declared any interest in, or connection to ICPAP, its directors, representative council or staff, that you or any member of your staff has; (h) you have disclosed in your Application whether you are a testing centre for the delivery of ICPAP exams ( "Testing Centre" ); (i) if you are a Testing Centre, you will not disclose any information concerning the ICPAP exams (including without limitation the exams themselves); and (j) where applicable, you have sought and obtained approval of your employer to provide the Tuition Services.
- 7. Licence to use Materials.** This Agreement provides the terms under which we licence materials to you for your use, to assist you in familiarising yourself with our CPA Program and to improve your ability to promote and market Tuition Services to Candidates ( "Materials" ). The Materials we provide to you include but are not limited to, the CPA Program Study Guide ( "Study Guide" ), the CPA Program Tutor Support Materials ( "Tutor Materials" ) and the Student Support Notes ( "Student Notes" ) and slides. We provide these Materials to you solely on the bases as set out in this Section 7.
- 7.1. Subject to the conditions stated in this Agreement, we grant a terminable, non-exclusive, non-transferable and restricted license to you, to use the Materials during the term of this Agreement. You expressly agree that your licence to use the Materials is subject to the following restrictions:
- You may not reproduce, publish, communicate, transmit or adapt the Materials or any part of the Materials in any way for any reason;
  - You may not reproduce the materials to develop any product based on the Materials or any portion of the Materials for your own use, or for use by or distribution (whether or not for a fee) to any other party;
  - You may not sublicense to a third party, any of or any part of, the Materials;



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- You will be supplied with (1) copy of the Study Guide regardless of how many campuses are operated across different locations and you must not make any further copies of the Study Guide;
- You may use the Study Guide within your organisation for internal business requirements and for reference purposes only, to provide the Tuition Services to Candidates and to assist you to enhance the delivery of Tutor Materials;

7.2. You are permitted, at your own expense, to: (a) reproduce (1) print copy per Candidate, of the Student Notes to distribute to each Candidate; and (b) reproduce (1) print copy per tutor, of the Tutor Materials to assist your tutoring staff to deliver the Tuition Services to Candidates.

7.3. Upon termination or expiration of this Agreement, this license will terminate automatically. You must within (5) days after termination or expiration: (a) return to us the copy of the Study Guide in your possession; and (b) return to us or destroy, including from your systems, all copies of the Tutor Materials and Student Notes in your possession.

## **8. Intellectual Property Rights.**

**8.1. Ownership.** Notwithstanding anything to the contrary in this Agreement, we own all intellectual property rights in our Trademark and trade names and we own or licence the intellectual property in the Materials provided to you. We do not transfer any portion of such title and ownership, or any of the associated goodwill to you, and except as provided in Section 7, this Agreement does not grant you any right or license

**8.2. Protection.** You agree to take all reasonable steps to protect our Trademark, trade names and the Materials from unauthorized copying or use.

**8.3. Infringement.** You agree to report any instances of suspected copyright and/or trademark infringement to us and to give us reasonable assistance, at our expense, in investigating and prosecuting those responsible for the infringing acts.

## **9. Trade Mark Usage.**

**9.1. Proprietary rights and goodwill.** You are not authorised to do business under any ICPAP trade names. You recognize our ownership and title to the trade names and the Trademark and the goodwill attaching to the trade names and Trademark. You agree: (i) that any goodwill that may accrue because of your use of the Trademark will become our property; and (ii) not to contest our



**ICPAP**

trademarks or trade names, or make application for registration of any ICPAP trademarks or trade names.

**9.2. Restrictions on use.** You agree not to: (a) alter, erase or overprint any notice provided by us; (b) attach any additional trademarks without our prior written consent or affix the Trademark to any materials or products not authorised by us; (c) use, employ or attempt to register any trademarks or trade names which, in our opinion, are confusingly similar to our trademarks or trade names, or which contain our trade mark "CPA" ; (d) register or use any internet domain name which comprise or contain our trademarks (e.g. "CPA" , "ICPAP," or "CPA Program" ) in whole or in part or any other name which is confusingly similar thereto. In Yellow Pages and similar advertising or on your website or any other website, you agree not to use our trademarks or trade names in a way that could cause customers to mistakenly believe that they are calling or communicating with us by calling or communicating with your listed number, or that they are visiting our website. Upon termination or expiration of this Agreement, you agree to cease all display, advertising and use of the Trademark.

**9.3. Your actions before and after our authorisation.** In the event that, you apply for and/or register a trade mark, trade name, company name, or domain name that comprises any of ICPAP' s intellectual property, you will be required by us to withdraw and/or deregister your application(s), as the case may be. In such circumstances, we reserve the right to refuse your application or terminate this Agreement.

**10. Limitation of Liability.** Our entire liability and your exclusive remedy for any claims concerning this agreement and Materials provided pursuant to this agreement are set forth in this section.

**10.1. Limitation of Liability.**

(a) To the extent allowed by applicable law, neither party shall be liable to the other (whether in contract, tort or under any other theory of liability) for any indirect, incidental, or consequential damages (including lost profits, loss of business, loss of data, or interruption of business) sustained or incurred in connection with this Agreement, whether or not such damages are foreseeable.

**11. FEE.** The schedule of fee shall be approved by the ICPAP which may vary from subject to subject and place to place.

**12. Confidential Information.** The parties agree that any Confidential Information provided under the Agreement will be held and maintained in strict confidence.



**ICPAP**

12.1. No disclosure of Confidential Information. A party (Receiving Party) may not, either during or after the term of this Agreement, use or disclose, or cause or permit to be used or disclosed, any Confidential Information (or allow or assist or make it possible for any person to use or have access to any Confidential Information) of the other party (Disclosing Party), except in performing its obligations under this Agreement and then only with the prior written consent of the Disclosing Party. In this Agreement "Confidential Information" means any information that relates to the Disclosing Party, its business, financial affairs, trade secrets, technology, intellectual property, members and their personal information; any information which the Receiving Party ought to know is confidential; or information which is identified as confidential.

12.2. Return and destruction of Confidential Information. The Receiving Party must, immediately on demand by the Disclosing Party: (a) return to the Disclosing Party anything containing or relating in any way to the Confidential Information; (b) permanently delete all Confidential Information from every computer disk or electronic storage facility of any type owned or used by the Receiving Party, except that the Receiving Party may retain one copy for its own audit records; and (c) despite anything else in the Agreement, cease to make use of the Confidential Information, and must confirm promptly with the Disclosing Party when it has done so.

12.3. Exceptions. Clauses 12.1 and 12.2 do not apply to the following: (a) Information after it becomes generally available to the public other than because of: (i) a breach of this Agreement; or (ii) any other misuse or unauthorised disclosure by the Receiving Party. (b) The disclosure of information in order to comply with any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body or the applicable rules of any stock exchange. (c) The use, copying, reproduction, recording or disclosure of information after the Receiving Party receives it from a third person legally entitled to possess the information and to provide it to the Receiving Party, if that use, copying, reproduction, recording or disclosure accords with the rights or permission lawfully granted to the Receiving Party by that third person.

12.4. No disclosure of personal information. For the avoidance of doubt, we will not be providing you with any confidential information or personal information relating to the Candidates or our members.

### **13. Termination**

13.1 Termination for convenience. We may terminate this Agreement (and your authorisation hereunder) and without showing cause at any time by giving you thirty (30) days written notice.

13.2. Termination for cause. Either party may terminate this Agreement for the substantial breach by the other party of a material term. The terminating party will first give the other party written notice



**ICPAP**

of the breach and a reasonable period of at least (14) days in which to cure the alleged breach ( "Cure Period" ). If a cure is not achieved during the Cure Period, then the non-breaching party may terminate this Agreement upon written notice.

13.3. Notwithstanding any other provision contained in this Agreement, we may, with written notice to you, immediately terminate this Agreement if we determine you that you are engaging in conduct tending to bring you or us or our members into disrepute.

13.4. Effect of Termination. Termination of this Agreement for any reason will immediately terminate your registration. Within (30) days after the date of the termination notice: (a) you shall cease referring to yourself a CPA Program Registered Tuition Provider or any other title associated with the Channel, and using those titles or our name in any communication and advertising or on your websites; (b) you shall cease using the Materials and destroy all copies you may have made, in connection with your participation in the Channel; (c) you shall destroy all materials, documents, brochures and tools (including any copies thereof) that you may have obtained from us in connection with your registration. Regardless of any other provision of this Agreement, we will not by reason of the termination of the Agreement be liable for compensation, reimbursement, or damages on account of the loss of prospective profits or on account of expenditures, investments, or commitments in connection with your business or goodwill, or otherwise.

**14. Dispute Resolution.** In case any dispute arises between the student and the Registered Tuition Provider the matter shall be referred to President ICPAP, whose decision shall be final and binding on both the parties. No party shall be authorised to take the matter in any court of law.

**15. General Provisions.**

15.1. This Agreement contains the entire agreement between us with respect to its subject matter and supersedes all prior agreements, terms and conditions and undertakings between us in connection with it.

15.2. You are an independent contractor and shall at no time have the power to bind us, vary any terms, conditions or warranties made by us, or to create in favour of any person any rights we have not previously authorised in writing. The relationship under this Agreement shall not create any legal partnership, franchise relationship, agency or other form of legal association between the parties which would impose a liability of one party upon the other.

15.3. Neither party may assign any of its rights or obligations under this Agreement.

15.4. This Agreement cannot be modified as to any of its terms except by written agreement between the parties which is signed by a duly authorised signatory of each party.



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## Registered Tuition Provider Agreement

- 15.5. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will only attach to such provision and will not affect or render invalid or unenforceable and other provision of this Agreement.
- 15.6. This Agreement shall be governed by and construed in accordance with the laws of Pakistan and each party waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum.

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**Name:**  
Membership No. \_\_\_\_\_

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Director CPA-Program