Inspection Skills Training

Participant Agreement (“the Agreement”)

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| **Training date and times:** | The training is held over four days: * [add selected course dates].

Times: Saturdays and Sundays 09:00 – 17:00 UAE Time. |
| **Training Provider:**  | Etio - Tribal Education Limited – the United Arab Emirates Branch |
| **Participant Name:** | [please add] |
| **Deadline and address for the application to be submitted to:** | Please send your participant application forms to IST@tribalgroup.com by [add date].  |
| **Location of training:** | Virtual using Microsoft Teams – invitations to be issued once application and participation has been approved by Etio.  |
| **Type of Training:** | Inspection Skills Training (“training”). |

1. **Purpose**: This document sets out the contractual obligations of the parties and details of the training to be delivered by Etio and attended by the Participant as detailed under this Agreement.
2. **Confidentiality**:
	1. Etio will take appropriate measures to protect the Participants personal and other data in line with its obligations under applicable data protection laws and relevant domestic legal requirements of the United Arab Emirates.
	2. The Participant agrees that Etio may take photographs and/or record videos of the Participant during the course of the training, and that such photographs and/or recordings may be used for, but not limited to, reproduction, display, exhibition or any other use by Etio in perpetuity.
	3. The Participant, must keep confidential all, and shall not use for its own purposes nor without the prior written consent of Etio disclose to any third party, and any information of a confidential nature (including trade secrets and information of commercial value, such as but not limited to training materials, which may become known to the Participant, which relates to the Etio or any of its Affiliates ("Confidential Information"). The Participant shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information and assure compliance with all applicable laws of the United Arab Emirates.
	4. For clarity, Confidential Information shall mean to include any intellectual property rights of Etio (“Intellectual Property Rights”).
	5. The Participant shall indemnify Etio from and against any losses, damages, liability, costs (including legal fees) and expenses for the Participant’s breach of this Confidential Information provision and/or finally awarded against Etio by a court of competent jurisdiction and/or amounts paid by the Participant further to a final settlement approved by Etio, as a result of or in connection with any claim by a third party that the Participant's use of, amendments or variation to the Intellectual Property (to the extent they have not been approved or authorised by Etio) infringes the third party's Intellectual Property Rights.
	6. The Participant acknowledges that damages are not a sufficient remedy for Etio for any breach of this Agreement, and that Etio is entitled to seek specific performance or injunctive relief (as appropriate) for any breach or threatened breach of this Agreement
	7. This provision shall survive the expiry of this Agreement.
3. **Cancellation:**
	1. The Participant acknowledges that events may be cancelled or timetables may change and that Etio does not accept any liability for any direct or indirect cancellation costs outside of its control Etio shall use commercially reasonable efforts to seek for a suitable alternative, if reasonably possible.
	2. If Etio cancels the training due to its act or omission, which is under its direct control, it shall refund the training fee already paid to the Participant.
	3. The Participant may cancel or defer attending the training by giving Etio 14 days prior written notice of cancellation or deferral by emailing Masooma.fadhul@tribalgroup.com.
	4. The Participant may propose another candidate to attend the training instead of the participant, by giving no less than 10 working days’ prior written notice to Etio by emailing the address stated under clause 3 c. However, the new candidate will be subject to the same admission process as the participant or as decided by Etio at its discretion. If the replacement of the Participant is accepted by Etio, no cancellation fee will apply but the participant acknowledges that Etio does not guarantee a replacement is successful and that the participant is responsible for any associated costs, e.g., cancellation fees.
4. **Payment**:
	1. The participant agrees that all fees shall be paid within 14 days from the date t of the invoice which is issued together of after this Agreement is sent. No one will be permitted to attend the training unless all fees have been received by Etio and Etio has approved the participants attendance.
	2. Etio is not liable for any delays in payments which may result in the participant not being allowed to attend.
5. **General:**
	1. It is the participants obligation to assure it is able to attend the training using Microsoft Teams platform.
	2. Etio does not guarantee any work after completing the training nor is it liable for any refunds as a result of not offering work.
6. **Definitions:**
	1. **Electronic Signature**: Each party agrees that an Electronic Signature, whether digital or encrypted, may be used to authenticate execution of this Agreement and has the same force and effect as a wet/manual signature.
	2. **Intellectual Property/Intellectual Property Rights**: including but not limited to training materials, patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
	3. **Jurisdiction**: This Agreement shall be governed and construed in accordance with the laws of the United Arab Emirates.
	4. **No Representation**: Each party acknowledges that, in entering into this Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement or those documents ("Representation"). Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract. Nothing shall exclude or limit a party's liability for fraudulent misrepresentation.
	5. **Relationship**: Except to the extent that this Agreement expressly provides otherwise, nothing in this Agreement shall or is intended to create a partnership or joint venture between the parties, constitute one party as agent of the other or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party. Neither party may act as if it were or represent (expressly or by implying it) that it is, an agent of the other or has such authority.

By signing the below, the parties have caused this Agreement to be executed by their undersigned duly authorised representatives on the dates set forth below:

***For participant: For Etio:***

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: *Ahmed Saeed*

Signature: Signature: