

**TOGAF™ Certification for People**  
**Training Course Accreditation Agreement**

**January 2009**  
**Revision 1.0**

This Accreditation Agreement ("Agreement") is made and entered into by and between the following Parties: X/Open Company Limited, trading as The Open Group ("The Open Group"), Thames Tower, 37-45 Station Road, Reading, England, RG1 1LX, and

\_\_\_\_\_, hereafter called the Organization (further described in Section 1 below).

WHEREAS, the Organization wishes to submit a Candidate Training Course for accreditation in **The Open Group's TOGAF Certification for People** program ("the Program"); and

WHEREAS the Candidate Training Course is uniquely defined in the Registration Form (available when logged in at: <http://www.opengroup.org/togaf9/cert/>)

WHEREAS, The Open Group is the Certification Authority operating the Program in accordance with the terms of the Accreditation Policy and Certification Policy of the Program.

Now therefore, in consideration of the mutual rights and obligations of the Parties set forth below, the Parties agree as follows:

## 1. Definitions:

For purposes of this Agreement, the following terms shall have the following meanings:

Accreditation	Accreditation of some aspect of an organization means that organization has been independently assessed as meeting a set of criteria, which usually include criteria for the applicable quality assurance system. For example, an institution of learning may be termed "accredited" after an assessment by an official review board states that the institution has met specific requirements.  In The Open Group's TOGAF Certification for People program, Accreditation is the term used for training courses that meet the Program requirements, and Certification is the term used for people that meet the Program requirements.
Accreditation Policy	The Accreditation Policy document relating to the Program, as amended from time to time by The Open Group, currently available at <a href="http://www.opengroup.org/togaf9/cert/">http://www.opengroup.org/togaf9/cert/</a>
Accreditation Logo	The trademarks and tag lines as designated from time to time by The Open Group for use in association with Accredited TOGAF Training Courses.
Accreditation Register	The official list of all Accredited TOGAF Training Courses, which is maintained by the Certification Authority and made available via the Internet.
Accreditation Requirements	The definition of the mandatory and optional behavior requirements that must be implemented in a TOGAF Training Course must meet in order for that course to be considered conformant. The Accreditation Requirements document is currently available at <a href="http://www.opengroup.org/togaf9/cert/">http://www.opengroup.org/togaf9/cert/</a>

Accredited TOGAF Training Course (ATTC)	A training course, operated by a third party, that has successfully completed the accreditation process and which is listed in the register of Accredited TOGAF Training Courses on the Certification Authority's web site. .
Accredited TOGAF Training Course Manager (ATTC Manager)	The specific individual(s) identified within an Organization as having the overall responsibility for managing the Accredited TOGAF Training Course on a day-to-day basis and ensuring that it is carried out in accordance with its documented processes and procedures.
Accreditation Trademark License Agreement (Accreditation TMLA)	The agreement between the Organization and The Open Group that contains the legal commitment by the Organization to the terms and conditions for use of the Accreditation Logo.
Assessment	An inspection of an Organization's training materials, processes, procedures, and staff to determine the degree to which the Organization's Candidate TOGAF Training Course meets the Accreditation Requirements.
Assessor	An individual who has been appointed by the Certification Authority to perform Assessments.
Candidate TOGAF Training Course	An Organization's TOGAF Training Course that has not yet been accredited.
Certification Authority	The organization officially sanctioned to manage the day-to-day operations of the TOGAF Certification for People Program in accordance with the policies defined in the Certification Policy and Accreditation Policy, including any third-party acting on behalf of the Certification Authority. The Open Group acts as the Certification Authority for the TOGAF Certification for People Program.”
Certification System Deficiency	An agreed error in the Certification and/or Accreditation systems, which is inhibiting the Accreditation process. A Certification System Deficiency is one possible outcome of a Problem Report.
Conformance Statement	The Organization's documented set of claims describing precisely the way in which their Candidate TOGAF Training Course meets the Accreditation Requirements.
Interpretation	Decision made by the Specification Authority that elaborates or refines the meaning of the Conformance Requirements, Certification Policy Accreditation Requirements, Accreditation Policy, or a standard or best practice referenced by the Accreditation Requirements. An Interpretation is one possible outcome of a Problem Report.
Organization	An organization that operates a TOGAF Training Course and which is interested in applying for Open Group accreditation of its course.

Person	Includes a body of persons whether or not incorporated.
Problem Report	A question of clarification, intent, or correctness of an Accreditation or Certification document, or the web-based Certification System, which, if accepted by the Certification Authority, will be resolved into an Interpretation or a Certification System Deficiency.
Provisional Accreditation	Provisional Accreditation may be granted after assessment of the course materials but before assessment of the Organization's quality system. Organizations are allowed up to 6 months to submit the remainder of their training course documentation for assessment to convert Provisional Accreditation to full Accreditation.
Specification Authority	The Open Group Architecture Forum's Certification Standing Committee or its successor, which is responsible for developing, maintaining, and interpreting the Certification Policy, Conformance Requirements, Accreditation Policy, and Accreditation Requirements of the Program.
Registration Form	A web form completed by the Organization to register a Candidate TOGAF Training Course for Accreditation. The form contains information on the Organization and the Candidate TOGAF Training Course to be accredited.

## 2. The Certification Authority's Obligations

### 2.1 Accreditation

- 2.1.1 The Certification Authority will perform all of the actions required of the Certification Authority in the Accreditation Policy.
- 2.1.2 The Certification Authority will, within 10 business days of receipt of the Registration Form, audit all accreditation-related information provided by the Organization, including supporting evidence, and check that the submitted information is complete and well-formed. If an incomplete or poorly-formed submission is received, the Organization will be notified within 10 business days via electronic mail with a list of all the missing, incomplete or poorly formed items, and will be invited to re-submit the Registration Form. Once the revised submission is received, the initial audit will resume, with an additional 10 business days turnaround time.
- 2.1.3 After a complete and well-formed submission is received, the Certification Authority's designated Assessor will carry out the documentation Assessment within 10 business days.
- 2.1.4 The Certification Authority will contact the Organization with the result of the documentation Assessment within 6 business days of receiving the Assessment report from the Assessor.
- 2.1.5 If the Assessment report indicates that the Accreditation Requirements have been met, the Certification Authority will notify the Organization via electronic mail that either Provisional Accreditation or Accreditation has been achieved as applicable.
- 2.1.6 If the Assessment report indicates that there are any significant deficiencies with respect to the Conformance Requirements, the Certification Authority will notify the

Organization of the deficiencies, which must then be corrected within 60 calendar days. Neither Provisional Accreditation nor Accreditation will be granted until any such deficiencies have been corrected to the Certification Authority's satisfaction.

- 2.1.7 If the Assessment report indicates that there are only minor deficiencies with respect to the Conformance Requirements, the Certification Authority will notify the Organization of the deficiencies and will grant Provisional Accreditation subject to the minor deficiencies being corrected within 60 calendar days. Such Provisional Accreditation may be revoked in the event that the Organization does not correct such deficiencies within 60 calendar days, to the satisfaction of the Certification Authority.
- 2.1.8 If the ATTC has achieved Provisional Accreditation, the Certification Authority will assess the Organization's additional documentation of the Quality System under which the ATTC is operated, according to clauses 2.1.1 to 2.1.8 above.
- 2.1.9 Within 6 months of the achievement of provisional Accreditation, the Assessor will schedule an on-site audit of the delivery of the Accredited TOGAF Training Course. The on-site audit will be performed by a member of the Certification Authority's staff or by a third party appointed by the Certification Authority for this purpose.
- 2.1.10 The report of the on-site audit will be communicated to the Organization. The report will list:
  - any major deficiencies that must be addressed within 60 days or Accreditation will be revoked, and
  - any minor deficiencies and the time by which they must be corrected.

## **2.2 Additional Languages and Delivery Methods**

- 2.2.1 If the Organization makes a request to the Certification Authority to update the Accreditation for an existing Accredited TOGAF Training Course to add a new delivery language that involves translated course materials or a new delivery method to the Accredited TOGAF Training Course, the Certification Authority will carry out a documentation assessment of any translated course materials. If no non-conformances are found, the Certification Authority will add the new delivery language or delivery method to the scope of the Accredited TOGAF Training Course.
- 2.2.2 The Certification Authority will also add the new delivery language or delivery method to the schedule of on-site assessments for that Accredited TOGAF Training Course.

## **2.3 Renewal**

The Certification Authority will send a renewal reminder notice by electronic mail to the Organization at or before 90 days prior to the annual renewal due date, requesting sight of any revised course material or Quality System documentation, as well as the Organizations own quality assessment reports in respect of the Accredited course. The Certification Authority will also schedule the annual on – site audit.

## **2.4 Anonymity of Appeals**

In the event that the Organization desires to appeal a decision made by the Certification Authority by invoking the appeals process defined in the Accreditation Policy, and wishes the appeal to be anonymous, the Certification Authority will facilitate an anonymous review on behalf of the

Organization. **The Organization is responsible for maintaining its anonymity in all material submitted to the Certification Authority in support of its appeal.**

### **3. The Organization's Obligations**

The Organization will perform all of the actions required of the Organization in the Accreditation Policy, and will promptly communicate all information required by the Certification Authority as defined in the Accreditation Policy. In particular, the Organization is responsible for ensuring that the names and contact information for all contacts specified in the web-based accreditation system are up-to-date. Changes to such information may either be made in the web-based accreditation system itself or by notifying the Certification Authority.

#### **3.1 Registration and Payment of Accreditation Fees**

- 3.1.1 The Organization must complete a web-based Registration Form, thoroughly defining the Candidate TOGAF Training Course to be accredited. The Organization must also formally accept the terms of this Agreement by having an authorized person sign below, and must authorize payment of the applicable Accreditation fees when due.
- 3.1.2 Unless the Certification Authority has agreed alternative arrangements for payment in advance, payment must be made by credit card, at the time of registration. **The Certification Authority will not complete the accreditation process until payment has been received.**
- 3.1.3 The Accreditation Fee covers only one resubmission of information to the Certification Authority. A further fee may apply for additional resubmissions.

#### **3.2 Documentation Assessment**

- 3.2.1 The Organization undertakes to designate a TOGAF Training Course Manager to coordinate with and support the Assessor performing the Assessment. The Organization agrees to provide the Assessor with access to the TOGAF Training Course Manager and other relevant employees for the purpose of assessing the Candidate TOGAF Training Course's compliance with the Accreditation Requirements.
- 3.2.2 In addition to the accreditation-related information provided as part of the accreditation and assessment process, the Organization undertakes to answer all additional questions reasonably related to accreditation that the Certification Authority or the Assessor may raise, and to make available for inspection all documentation reasonably related to the Candidate TOGAF Training Course's compliance with the Accreditation Requirements.
- 3.2.3 The Organization agrees to provide all required supporting evidence to the Certification Authority and the Assessor, along with references to all relevant Interpretations or Certification System Deficiencies to explain any deviances from the requirements.
- 3.2.4 The Organization agrees to comply with the Certification Authority's and the Assessor's reasonable requests for clarification or rework regarding the completeness, correctness or consistency of the provided information and documentation.

#### **3.3 On-Site Assessment**

- 3.3.1 The Organization will provide the Certification Authority's designated on-site Assessor with a place on the Accredited TOGAF Training Course at a time and place to be

- mutually agreed within 6 months of provisional Accreditation, and annually thereafter within 1 month of the anniversary of provisional Accreditation.
- 3.3.2 The Organization will not require any training fees to be paid in respect of the on-site Assessor.
  - 3.3.3 The Organization will not be required to pay for any examination vouchers or certification fees in respect of the on-site Assessor.

### **3.4 Warranty of Conformance**

- 3.4.1 **By signing this Agreement below, the Organization hereby warrants and represents that the Candidate TOGAF Training Course identified in the Registration Form, as entered in the web-based accreditation system, meets the Accreditation Requirements at the time of Accreditation and after achieving Accreditation will continue to meet the Accreditation Requirements throughout the duration of Accreditation, in accordance with the Accreditation Policy.**
- 3.4.2 If the Organization fails to ensure continued compliance with the Accreditation Requirements, the Certification Authority may revoke the Accreditation for the Accredited TOGAF Training Course, in accordance with the Accreditation Policy. For the avoidance of doubt, any demonstrable shortfall with respect to the Accreditation Requirements is grounds for withdrawal of Accreditation, whether or not that shortfall is apparent from the supporting evidence supplied and the Accreditation process itself.

### **3.5 Renewal**

- 3.5.1 During the period of this Agreement, renewal of Accreditation is required periodically at intervals defined in the Accreditation Policy. Failure to respond to the Certification Authority's notice of renewal with an indication that the Organization would like to renew the accreditation of the Accredited TOGAF Training Course or failure to complete the renewal process within 30 days after the due date will result in removal of the Accredited TOGAF Training Course from the Accreditation Register.
- 3.5.2 The Organization must pay the renewal fee defined in the then current Accreditation fee schedule published by The Open Group prior to the renewal date.

### **3.6 Examination and Certification Fees**

- 3.6.1 The Organization is required to pay a fee to the Certification Authority for each person who attends the Accredited TOGAF Training Course, less any discounts allowed by the Certification Authority at the time. The fees and discounts are published on the Certification Authority's web site and updated from time to time.
- 3.6.2 In the case of courses for which the Certification Authority has approved the use of a paper-based examination, the Organization will pay the Certification Authority the applicable fee for each course attendee upon completion of the course.
- 3.6.3 In all other cases, the Organization is required in advance of each occasion on which the Accredited TOGAF Training Course is to be delivered to buy appropriate examination vouchers from the Certification Authority for each course attendee.

### **3.7 Additional Delivery Languages and Delivery Methods**

- 3.7.1 The Organization may at any time apply to add a new delivery language requiring translation of course materials, or may at any time add a new delivery method, such as distance learning, to an Accredited TOGAF Training Course. Such request must be made at least two weeks prior to first use of the ATTC in the new delivery language or via the new delivery method.
- 3.7.2 The Organization must submit any translated or modified course materials to the Certification Authority and must pay the applicable fees.
- 3.7.3 The Organization is required to enable on-site assessment of the new delivery language or delivery method by the Certification Authority's assessor as described in clause 3.3 above.

## **4. Confidentiality**

- 4.1 The Certification Authority shall, except where a provision of this Agreement provides otherwise, maintain in confidence all information the Organization discloses to the Certification Authority in relation to this Accreditation. No license, express or implied, under any trademark or copyright is granted by the Organization to the Certification Authority by virtue of such disclosure and the Certification Authority shall not use any such information except for the purposes of this Agreement. The Certification Authority's obligations under this sub-clause shall be limited to taking such steps as it ordinarily takes to preserve the most important of its own confidential information. The obligations of non-disclosure and non-use set out in this Agreement shall not apply to any item of information which:
  - a. Is in the public domain at any time (but without prejudice to any Person's rights of action against another Person who wrongfully causes or permits such information to be in the public domain,
  - b. Was rightfully in the receiving Person's possession without obligation of confidence prior to its disclosure pursuant to this Agreement, or is subsequently independently developed by the receiving Person's employees having no access to the information disclosed hereunder,
  - c. Is subsequently rightfully obtained without obligation of confidence by the receiving Person from a source other than the Organization as evidenced by written records,
  - d. Is required to be disclosed by order of any court of competent jurisdiction,PROVIDED that no right or interest under any license, patent, or otherwise shall be acquired by the recipient of any information by virtue of the application of this clause.
- 4.2 Information regarding an Assessment Report shall not be disclosed in any publicly available document or to any third party by the Certification Authority, the Organization, or any party acting on the Organization's behalf.
- 4.3 The Certification Authority may disclose the Organization's confidential information to those of its employees and contractors who reasonably require to have access to such information. The Certification Authority may also disclose the Organization's

confidential information to any third-party acting on behalf of the Certification Authority in the area of assessment and who reasonably requires access to such information. The Open Group will execute an agreement with such third-party, which will include confidentiality terms equivalent to those appearing in this Clause 4, prior to sharing any of the Organization's confidential information with the third-party. However, the Certification Authority may not disclose the Organization's confidential information to any employee of a member company in The Open Group, unless another exception to the obligations under this sub-clause applies. For the avoidance of doubt, the Certification Authority may disclose the Organization's confidential information to the Organization's employees, or employees of any party acting on the Organization's behalf.

- 4.4 To enable the Organization to keep the fact of Accreditation confidential for a period of up to six months from the date of written notice by the Certification Authority that the Candidate TOGAF Training Course has achieved Accreditation, the Organization's identity, the fact of Accreditation, and the name of the Accredited TOGAF Training Course (the Accreditation Information) will be kept subject to the disclosure and use restrictions set out in this clause. During this period, the Organization may not publicly claim that the Accredited TOGAF Training Course is or has been Accredited, or make any representation of the Accredited TOGAF Training Course's compliance with the Program's Accreditation Requirements without first informing the Certification Authority that the confidential period has expired. Accreditation Information will cease to be held confidential upon the earlier of notice by the Organization that the confidential period has expired or at the end of the six-month period, provided that the Organization has not requested withdrawal and deletion of such information.
- 4.5 Except for disclosure to the Certification Authority for the purpose of accreditation, the results of the assessment process and any other information about the ATTC that is obtained during the assessment process shall be held confidential.
- 4.6 The Organization agrees to keep confidential any and all information that comes into its possession regarding the TOGAF 9 examinations. If the Organization is found to have disclosed the content of any of the Certification Authority's TOGAF 9 examination scenarios, questions or answers to any third party other than in the normal course of ATTC attendees sitting the examinations, this Agreement will be terminated.**

## **5. Liability and Indemnity**

### **5.1 Liability**

THE ORGANIZATION ACKNOWLEDGES THAT BECAUSE OF THE SPECIAL NATURE OF THE CERTIFICATION AUTHORITY IT IS REASONABLE FOR THE CERTIFICATION AUTHORITY TO EXCLUDE LIABILITY AS SET OUT BELOW AND FOR THE ORGANIZATION TO TAKE MEASURES, INCLUDING INSURANCE WHERE APPROPRIATE, TO MITIGATE OR PREVENT ANY POTENTIAL LOSSES THAT MAY ARISE (PROVIDED THAT SUCH MEASURES ARE NOT IN BREACH OF THIS AGREEMENT).

THE CERTIFICATION AUTHORITY ON ITS OWN BEHALF AND ON BEHALF OF ITS OFFICERS, EMPLOYEES AND AGENTS HEREBY EXCLUDES ALL LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING

TO THIS AGREEMENT OR THE USE OR NON-USE BY ANY PERSON OF ANY INFORMATION PROVIDED BY THE CERTIFICATION AUTHORITY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. IN NO EVENT SHALL THE CERTIFICATION AUTHORITY BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, CONTRACTS, PRODUCTION OR USE).

## **5.2 Indemnity**

The Organization shall indemnify and hold harmless the Certification Authority together with its officers, servants, agents, subcontractors, and shareholders of the Certification Authority and their servants when engaged in activities on behalf of the Certification Authority but only to the extent that they are acting in that capacity (together the "Indemnified") against any and all demands, claims, and liability for direct losses, damages, settlements and costs (including lawyers' fees) of any nature whatsoever asserted against or suffered by the Indemnified, but limited to demands and claims from a third Person, and liability incurred from such demands, and claims arising out of the Organization's operation of an Accredited TOGAF Training Course or the manufacture, use or supply of products or services, provided that

- a. any such demand and claim is based on the Program under this Agreement and not caused by any criminal action, gross negligence or tort by the Indemnified,
- b. the Indemnified notifies the Organization within ten days of any such demand and claim, and refrains from any action on account of such demand and claims which may prejudice the Organization, and
- c. the Organization is given full authority and sole control to defend and settle any such demands and claims.

The Certification Authority shall take all reasonable steps to limit such damage or loss.

No provision of this clause shall apply in any circumstances or in respect of any liability or class of liability to the extent that it may not apply in accordance with applicable law. In the event of such a provision being held to be inapplicable or invalid the Parties will make such amendments to this Agreement by the addition or deletion of wording, or otherwise, so as to remove the inapplicable or invalid part of the provision but otherwise retain the provision to the extent permissible under applicable law.

## **6. General**

### **6.1 Entire Agreement**

This Agreement including any documents referred to therein (as amended from time to time) together with all other forms relating to this Agreement submitted and accepted by both Parties constitutes the entire agreement and supersedes all prior oral or written agreements, understandings, or arrangements between the Parties relating to such subject matter. Neither Party shall be entitled to rely on any agreement, understanding, arrangement, or representation relating to the subject matter of this Agreement which is not expressly contained in this Agreement and no change may be made to this Agreement except in writing and signed by duly authorized representatives of both Parties.

## **6.2 Waiver of Rights under this Agreement**

No failure or delay on the part of either of the Parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.

## **6.3 Notices**

Any notice or other document to be given under this Agreement shall be in writing in the English language and, except in circumstances where this Agreement specifically provides for notices by electronic mail, shall be deemed to have been duly given if sent by hand or by recorded delivery or registered post, or by facsimile (subsequently confirmed by post) to a party at the specified address for that party, unless a different address has been notified to the other in writing for this purpose. The specified address for the Certification Authority is the address set out above, and the specified address for the Organization is the address provided for the primary contact on the Registration Form, as entered into the web-based certification system. Notices shall be deemed to have been received by the addressee within 72 hours of posting as above or within 24 hours if sent by hand or facsimile to the addressee's correct address.

## **6.4 Interpretation**

The headings in this Agreement are inserted only for convenience and shall not affect its construction.

Where appropriate, words denoting the singular only shall include the plural and vice versa.

## **6.5 Term and Termination**

This Agreement comes into effect upon the date of last signature of the parties hereto, and will expire only if explicitly terminated:

1. At any time upon six months' written notice by either Party to the other; or
2. If a period of 30 days has elapsed from one Party notifying the other Party of a breach of this Agreement or of the terms of the Accreditation Policy or Accreditation Requirements, and such a breach has not been rectified to the satisfaction of the other Party.
3. Immediately upon the Certification Authority's discovery of a breach of clause 4.6

Notwithstanding the termination of this Agreement for any reason, the obligations of non-disclosure in respect of any confidential information disclosed prior to such termination shall survive for a period of 5 years following such termination.

## **6.6 Governing Law**

This Agreement shall be governed by the laws of England and the Parties hereby submit to the non-exclusive jurisdiction of the English courts.

**7. Payment of Fees**

- 7.1. The Fees are listed on the Certification Authority’s web site at [www.opengroup.org/togaf9/cert](http://www.opengroup.org/togaf9/cert) and are quoted net of all applicable taxes and duties that, where appropriate, will be payable in addition by the Organization to the Certification Authority or to the relevant tax authorities as applicable.
- 7.2. The Certification Authority will charge the applicable Accreditation fee upon receipt of a completed registration and annually thereafter.
- 7.3. Fees for the addition of delivery languages or delivery methods will be charged at the time of their notification to the Certification Authority, pro-rated by the number of whole months until the next renewal date of the Accredited TOGAF Training Course to which they apply, and annually thereafter.
- 7.4. Fees are payable U.S. dollars.
- 7.5. Unless the Certification Authority has agreed alternative arrangements for payment, fees must be paid by credit card in advance
- 7.6. Fees are non-refundable.

**8. Execution**

By signing below, the Organization agrees to be bound by this Accreditation Agreement, the Accreditation Policy and the Accreditation Requirements.

AGREED by the parties through their authorized signatories:

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

**The Open Group**

**The Organization**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Facsimile Number:

Facsimile Number:

+1 240 250 6102

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Please mail two signed copies of this document to The Open Group at Thames Tower, 37-45 Station Road, Reading, England, RG1 1LX UK. The Open Group will countersign and return a copy to Licensee. To expedite the signature process, you may in addition send this signature page to The Open Group via fax at the facsimile number above.