

EC-Council

Certified EC-Council Instructor (CEI) Checklist Form

Please fill in the form with correct information for EC-Council to determine your eligibility. Upon completion, please submit your application either by:

1. Email to cei@eccouncil.org
2. Fax to +603-7956 6585 (APAC Office) with attention to "CEI Manager"

Please provide clear and succinct information either in written/typed format. Processing can take approximately two to four weeks. For further enquiries, please email to cei@eccouncil.org.

CANDIDATE INFORMATION

Name:

Address Line 1:

Address Line 2:

City:

State:

Country:

ZIP Code:

EC-Council Accredited Training Center you work/contract for:

Phone:

E-mail Address:

Subjects you currently teach: (tick where applicable)

- ☐ Microsoft MCSE Subjects
- ☐ Cisco CCNA
- ☐ CISSP
- ☐ Microsoft .NET Training
- ☐ Checkpoint / Firewall Subjects
- ☐ Comptia's A+ / Network+ / Security+
- ☐ Sun Java / Perl
- ☐ Linux / RedHat / LPI
- ☐ Others (Please Specify):

EC-Council Train-the-Trainer Session Attended (Please attach TTT certificate of attendance)

Place:

Date:

TTT Instructor:

EC-COUNCIL ATC SPONSORING ORGANIZATION

Your application must be sponsored by a training manager at the EC-Council Accredited Training Center you work for. Please attach a sponsorship letter bearing the official letterhead of the ATC that sponsors your application.

ATC Manager Name:

Name/Address Of Training Center:

Position:

Signature:

Date:

INSTRUCTOR EXPERIENCE

Please demonstrate proof that you have instructor experience. Kindly attach MCT/CTT+ or other instructor certificates

What Instructor qualification do you hold?

Years of instructional experience:

How many days of training have you delivered over the past 12 months?

What courses have you been teaching? (Please attach a copy of the course titles and abstracts to this application).

Language(s) Known

REFERENCES

List four references with contact names, phone numbers, and date of service:

Contact Name:

Company:

Phone:

Date of Service:

Contact Name:

Company:

Phone:

Date of Service:

Contact Name:

Company:

Phone:

Date of Service:

YOUR SIGNATURE

I understand that I am authorized to deliver EC-Council training at an EC-Council Accredited Training Centers only after receiving the necessary approval after being appointed as EC-Council's CEI.

I also understand that my certification shall be revoked immediately if I engage in any unethical behaviour, disseminates statements in disparaging EC-Council, breach any of the EC-Council Conduct of Ethics and/or conduct EC-Council programs at unauthorized training centers.

By signing this application, I certify that the information I have provided in this application is true and correct to the best of my knowledge.

Signature:

Name:

Date:

Certified EC-Council Instructor (CEI) Checklist Form

Read the following terms and conditions carefully. This Agreement shall not be signed unless all of its terms and conditions has been duly read, understood and accepted in full.

This Certified EC-Council Instructor Agreement (the "**Agreement**") is made and entered into as of the date of signing (the "Effective Date"), by and between The International Council of EC-Commerce Consultants ("EC-Council"), and (the "**Applicant**"), an individual applying to obtain and/or maintain Certified EC-Council Instructor ("CEI") status.

1. DEFINITIONS

In this Agreement the following expressions shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them:

"Class" An educational session/lecture, workshop or Course of Instruction as described by the course proponent. Usually not exceeding 8 hours per day.

"Education Session/Lecture" A class comprised of lecture and demonstration only - usually not exceeding 2 hours per day.

"Workshop" A class comprised of lectures, demonstrations and student-involved exercises - more thorough coverage of topic than in an educational session/lecture. Usually 4 hours per day.

"Course of Instruction" A class comprised of modules or other sections dictated by the course proponent - usually 36-38 instructor contact hours. (In this case course will be filmed for online course.)

2. SCOPE OF SERVICES

Subject to the terms and conditions hereinafter contained, the Applicant hereby agrees to provide the services and complete the obligations necessitated upon him/her in this Agreement and EC-Council agrees to provide the Applicant payment for the completion of the performance as stated in this Agreement.

3. OBLIGATIONS OF CEI

(a) The Applicant hereby agrees to perform the following obligations, which includes, but not to limited to:

(i) Provide EC-Council with a Course of Instruction; to teach, speak, or otherwise deliver the classes;

(ii) Deliver Classes, Education Session and/or Workshop according to the course timing published by the proponent of the course;

(iii) Administer the provision of Course of Instruction in accordance with the terms stipulated hereafter;

(iv) Discharge CEI duties only at authorised EC-Council Authorized Training Centres;

- (v) Maintain all EC-Council certifications which the Applicant is certified with and at all times, and ensure that the Applicant is certified with the latest version of the certification in order for the Applicant to be authorized to teach a class;
- (vi) Divulge all necessary personal information as required by EC-Council for the purpose of this Agreement and notifies EC-Council immediately should there be changes to the Applicant's contact information;
- (vii) Adhere to all stipulations of EC-Council Code of Ethics and as stated at <http://www.eccouncil.org/Support/code-of-ethics> and all other policies applicable upon the Applicant which may be changed and/or modified from time to time;
- (viii) Uphold EC-Council high standard as stated in the written policies and procedures of the organization;
- (ix) Observe to all instructions/restrictions obligated upon the Applicant by EC-Council in this Agreement;
- (x) Give unreserved cooperation to EC-Council in all matters pertaining to certifications and examination in pursuant to this Agreement;
- (xi) Maintain current knowledge and discipline in teaching and research;
- (xii) Accept the role of mentor, foster high aspirations, communicate effectively, and instruct students in diligent and intelligent manner;
- (xiii) Promote autonomous learning, encourage a participatory environment, identify learning resources, and guide students in developing a wider network of professional colleagues;
- (xiv) Approach his/her position in a cooperative and creative manner and encourage these traits in students;
- (xv) Exhibit sensitivity to and an understanding of the diverse academic, socioeconomic, cultural, religious, ethnic, and geographic backgrounds of students.

(b) The Applicant agrees that EC-Council has the right to determine in its absolute discretion whether the Training Services meet EC-Council's high standards of merchantability. In the event that EC-Council determines that the Applicant's acts and/or omissions committed in his/her capacity as a CEI do not meet the obligations necessitated under this Clause 3, EC-Council reserves the right to dismiss the Applicant from his/her position as EC-Council's CEI, as and/or when the circumstances deem necessary, revoke his/her EC-Council certification without further notice, without any intervention of any court of law.

4. PUBLIC NOTICES

EC-Council may publish the Applicant's name, contact information, biography and photograph in its catalogues, websites, and promotional materials.

EC-Council reserves the right to update the Applicant on policies and procedures, as and when need for such notification may arise. EC-Council shall use reasonable efforts to provide the Applicant with written

notice of updates including announcement on CEI Portal. The Applicant shall agree to comply with all EC-Council updated policies and procedures from EC-Council announcement on CEI Portal.

5. INTELLECTUAL PROPERTY

(a) No title or the ownership of the marks are provided or transferred to the Applicant by EC-Council in pursuant to this agreement.

(b) EC-Council at all times, owns and retains all title and ownership of all intellectual property rights in the products, documentations and related materials.

(c) EC-Council does not transfer any portion of such title and ownership, or any of the associated goodwill to the Applicant, and this Agreement shall not be construed to grant the Applicant any right or license, whether by application, estoppels, or otherwise, except as expressly provided. The Applicant agree to be bound by and observe the proprietary nature of the products acquired by reason of his/her status under this Agreement. All rights not expressly granted herein are reserved by EC-Council.

6. RESTRICTION AGAINST CEI

(a) The Applicant shall, in his/her best endeavour, use the CEI marks and designation in a manner that does not derogate from EC-Council's rights in the marks and designation, and shall take no action that may interfere with or diminish EC-Council's rights in the marks or designation;

(b) The Applicant shall not use EC-Council training materials or any materials thereof, in the delivery of non-EC-Council Courses or for any purposes other than for the fulfilment of the obligations necessitated upon his/her in this Agreement;

(c) The Applicant shall not negotiate and/or enter into any Agreement with other EC-Council Authorized Training Centers to prepare and/or teach any of EC-Council courses while under the sponsorship of his/her Sponsoring ATC, without prior written consent from EC-Council;

(d) The Applicant is expressly prohibited from teaching any of EC-Council courses by which he/she had not attended/passed the relevant classes and/or examinations;

(e) The Applicant agrees to not to file any new trademark, collective mark, service mark, certification mark, and/or trade name application (s), in any class and in any country, for any trademark, collective mark, service mark, certification mark, and/or trade name that, in EC-Council's opinion is the same as, similar to, or that contains, in whole or in part, any or all of EC-Council's trademark, collective mark, service mark, certification mark, and/or trade name, including without limitation, the Marks Training under this Agreement;

(f) The Applicant hereby agrees to not to register or use his/her own or any internet domain name which contains EC-Council's marks or other trademarks in whole or in part or any other name which is confusingly similar thereto;

(g) The Applicant agrees to exert his/her best efforts to prevent unauthorized manufacturing, copying, distribution or use of the EC-Council courses and student kits, and any component thereof;

(h) The Applicant agrees to take all available steps to protect EC-Council and its products, certification exams, and courseware against piracy or other infringement of any copyright or trademark, and the

misappropriation or unauthorized disclosure of any EC-Council trade secret or confidential information and to protect EC-Council's right, title, and interest in and to the EC-Council products, technologies and courseware;

(i) The Applicant agrees to promptly notify EC-Council at cei@eccouncil.org (or such other contact information specified by EC-Council from time to time) with specific details of any illegal use or copying of any courseware or other infringement of any mark of EC-Council, of any misappropriation or unauthorized disclosure if any trade secrets or confidential information of EC-Council;

(j) The Applicant agrees to immediately cease all uses of EC-Council's designations and/or marks upon the expiration or other termination of this Agreement;

(k) This section shall survive the expiration or other termination of this Agreement.

7. TERM AND RENEWAL

The initial term of this Agreement is one (1) year, commencing on the Effective Date. Thereafter, this Agreement will automatically renew for successive one (1) year terms, unless one party gives notice to the other party that it does not desire that the term be renewed or the Agreement is terminated in accordance to Clause 8.

8. TERMINATION

Termination by EC-Council: Without prejudice to any rights EC-Council may have under this Agreement or in law, equity or otherwise, EC-Council may terminate this Agreement immediately, including termination of the Applicant's certification, if he/she materially fails to comply with any of the terms of this Agreement ("Default"). Defaults shall include the following events:

(a) The Applicant fails to perform any of his/her Obligations under this Agreement.

(b) The Applicant offers trainings without complying with the testing requirements of the Agreement, or if the Applicant discontinues offering the training services without giving proper reasons.

(c) If any government agency or court finds that the training services provided by the Applicant are criminal, illegal, defective or improper in any way, manner or form.

(d) If any actual or potential adverse publicity or other information said about the Applicant's provision of Training services, or his/her use of the Marks causes EC-Council, in EC-Council's sole judgment, to believe that its reputation will be adversely affected.

(e) If the Applicant fails to comply with the continuing certification requirement or EC-Council updated policies and procedures available on Certification website and/or CEI Portal.

(f) If the Applicant engages in misappropriation or unauthorized disclosure of any trade secret or confidential information of EC-Council or engage in the act of piracy concerning any of EC-Council's product or course, or otherwise infringe any other intellectual property right of EC-Council, or engage in any other activities prohibited by law.

(g) If the Applicant fraudulently misrepresents his/her certification status or relationship with EC-Council.

(h) If the Applicant offers Training Services below the standard of quality and integrity determined by EC-Council.

(i) If the Applicant offers Training Services of competitor's courses at any ATC, or EC-Council courses at any ATC unauthorized by EC-Council.

In the event that a Default occurs, EC-Council will use reasonable efforts to provide the Applicant with a written notice notifying the termination of this Agreement.

Termination by Either Party: Each party may terminate this Agreement at any time, with or without cause, on thirty (30) calendar days' prior notice to the other party. Upon termination of this Agreement for any reason, the Applicant must immediately cease all display, advertising, and other use of the Marks and will return all badges and trademark collateral to EC-Council. Upon termination, all rights granted under the Agreement will immediately and automatically revert to EC-Council.

9. CONFIDENTIALITY

(a) EC-Council may, from time to time provide information to the Applicant which EC-Council may consider to be confidential, and if tangible, be marked as such or if communicated orally, designated at the time and promptly confirmed in writing as such. Information that is so marked or designated and confirmed, and the Instructor Training Materials regardless of form or designation, shall be "Confidential Information" under this Agreement.

(b) Confidential Information shall be held in trust and used only as necessary for the performance of this Agreement. Confidential Information shall be treated with the same degree of care to avoid the disclosure to third parties as if it is used with respect to the Applicant own Confidential Information, not less than a reasonable degree of care.

(c) Confidential Information shall be disclosed only to those students or agents of a party who have a need to know such information and are under binding obligation of confidentiality with respect to any such information received.

(d) Confidential information shall not be disclosed by the Applicant or any other third party without the prior written consent of EC-Council. The Applicant agrees to defend, indemnify and hold EC-Council harmless from and against any and all damages, including reasonable attorney fees, sustained as a result of the unauthorized use or disclosure of the EC-Council's Confidential Information.

10. INDEMNITY

The Applicant hereby agrees to indemnify and hold EC-Council, its corporate affiliates, and their respective officers, directors and shareholders harmless from and against any and all losses, liabilities obligations, demand, costs, expenses arising from or related to any claim be brought by anyone not a party to this Agreement, to the extent that said claim arises from the negligent acts or omissions of the Applicant.

In no event will EC-Council be liable to the Applicant for any special, indirect, consequential, punitive, exemplary or any similar type of damages arising out of or in any way related to this Agreement.

11. LIMITATION OF LIABILITY

The aggregate liability of both parties under this Agreement whether arising from breach of contract, negligence, or any other tort, breach of warranty, statute, in equity or otherwise is limited to an amount equal to \$250,000.

12. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

(a) The Applicant represents and warrants that:

- (i) All services rendered in accordance to the performance necessity of this contract shall be rendered using sound, professional practices in a competent and professional manner;
- (ii) No services rendered and/or fulfilment of obligations of this Agreement by the Applicant will, with his/her knowledge, violate the copyright, patent, trademark, trade secret or other right of EC-Council;
- (iii) The Applicant has disclosed to EC-Council any and all other information, obligations, arrangements, agreements or interests of EC-Council that may constitute or give rise to an actual or apparent conflict of interest on his/her part given the nature and terms of this Agreement;
- (iv) The Applicant is not under any obligation of a contractual or other nature to any person, firm, corporation or other entity that is inconsistent or in conflict with this Agreement, or that would prevent, limit or impair the execution of this Agreement or his/her performance or of his/her obligations hereunder.
- (v) The Applicant has the right, power and authority to enter into this Agreement and to fully perform his/her Obligations hereunder.

13. AMENDMENTS

This Agreement represents the complete agreement between the parties, superseding any other prior or contemporaneous oral or written agreements. Any changes, corrections or additions to this Agreement shall be in writing in the form of a supplemental agreement signed by all necessary parties and setting forth therein the proposed change, correction or addition.

14. DISPARAGING REMARKS

Both parties agree that they will not make any disparaging remarks, whether orally or in writing, about each other, or each party's subsidiaries and/or related entities, their products, services, officers, board of directors, managers, supervisors, and employees, to any persons whatsoever during the term of this agreement. The obligation under this paragraph includes, but is not limited to, refraining from making any disparaging, degrading or demeaning remarks or cast any aspersions about a party.

15. COPYRIGHT

The Applicant acknowledges and agrees that EC-Council is the owner of the course materials and retains all rights, title and interest in the Publication, including, but not limited to, all trademarks and copyrights. This Clause is a material provision of this Agreement and any breach of this Clause shall attract legal recourse against the Applicant.

16. HANDLING OF DISPUTES

If a dispute between the parties arises out of or in connection with this Agreement, either party may send to the other party a written notice of dispute adequately identifying and providing details of the dispute.

Within 10 business days after service of a notice of dispute, the parties must confer at least once to attempt to resolve the dispute and, failing resolution of the dispute, to explore and if possible agree on methods of resolving the dispute by other means. At any such conference each party must be represented by a person having authority to resolve the dispute.

If the dispute cannot be resolved within 20 business days after service of the notice of dispute, either party may send the other party written notice referring the dispute for mediation, in which event the parties will agree procedures to be adopted, the process of selection of the mediator and the costs involved.

If mediation fails, either party may then commence legal proceedings against the other.

Nothing in this clause prevents a party from seeking and obtaining urgent relief at any time before an appropriate court.

17. APPLICABLE LAW / LEGAL FEE

The laws of the State of New Mexico shall govern this Agreement. If any legal action, arbitration, or other proceeding is brought under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses and other costs incurred in such action, arbitration or proceeding, in addition to any other relief to which it may be entitled.

18. NOTICES

All notices and other communications required or permitted hereunder shall be deemed duly given only when in writing, signed by or on behalf of the person giving the same, and either (i) personally delivered (with receipt acknowledged), (ii) sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent by overnight next business day courier, to the following addresses:

(Attention to: Legal Department)
International Council of E-Commerce Consultants
101C Sun Avenue NE,
Albuquerque, NM 87109
USA

or such other address as any party hereto shall have specified by notice in writing to the other party hereto.

All such notices and communications shall be effective:

(i) when received or receipt refused if delivered by personal delivery or overnight courier, or

(ii) upon three days following deposit in the mail if given by certified or registered mail, when delivered to the address specified above.

19. WAIVER

Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing signed by the waiving party to be effective.

Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

20. SEVERABILITY

If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

21. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

22. NO THIRD PARTY BENEFICIARIES

Nothing herein expressed or implied is intended or should be construed to confer upon or give to any Person other than the parties hereto and their successors and assigns any rights or remedies under or by reason of this Agreement.

23. FORCE MAJEURE

Neither The Applicant nor EC-Council shall be responsible for any delay in performance or failure to perform if caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the parties' control and occurring without the fault or negligence of the delayed or non-performing party.

24. GOVERNANCE

In return for the assignment to teach the course previously specified in this contract, the Applicant acknowledges that the relationship with the EC-Council is governed by this agreement and that he/she will comply with the terms of this Agreement.

25. MATERIALS

The Applicant agrees to utilize all EC-Council prescribed materials and texts and to verify current versions of materials and texts and courses prior to the first schedule of the course.

26. INDEPENDENT CONTRACTOR

The relationship of the Applicant and EC-Council established by this Agreement is that of independent contractors. This Agreement does not give either party the power to direct or control the day to day activities of the other, constitute the parties as partners, joint ventures, co-owners, principal-agent, franchiser-franchisee, or otherwise participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

27. ASSIGNMENT

The Applicant shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of EC-Council. Any prohibited assignment or delegation the Applicant shall be rendered null and void.

Signature:

Name:

Date:
