

EDGE Faculty License and Participation Agreement

This EDGE Faculty License and Participation Agreement (this “**Agreement**”) is entered into by the individual Faculty member named on the signature page (“**You**”) and the International Finance Corporation (“**IFC**”), a member of the World Bank Group with headquarters located at 2121 Pennsylvania Avenue NW, Washington, DC 20433, effective as of the date this Agreement is first signed by both parties. It constitutes a binding agreement between You, on the one hand, and IFC, on the other hand, related to the EDGE Faculty program (the “**Program**”). Any defined term used in this Agreement that is not otherwise defined in this Agreement has the meaning given to it in the Glossary for EDGE Governance Protocols (Annex I).

This Agreement sets forth your obligations as an EDGE Faculty member and provides You a license to promote your services using certain trademarks owned by IFC related to the Program.

1. License to Marks

- a. Conditioned upon your compliance with the terms and conditions of this Agreement, IFC grants to You a revocable, limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Agreement to display the word mark and logo identified in Section 1(b) below (collectively, the “**Marks**”) solely to identify yourself as someone who is licensed as an EDGE Faculty member.
- b. The foregoing license applies solely to the following word mark and logo:

EDGE Faculty™



- c. The Marks are and, as between You and IFC, will remain the exclusive property of IFC. Your display of the Marks, and any goodwill associated with them, inures solely to the benefit of IFC.
- d. The license granted by IFC to You is effective only during the term of this Agreement. It terminates upon termination of this Agreement by either party and for any reason. Upon termination of this Agreement, You agree to immediately stop using the Marks.
- e. You agree not to use or register any trademark or other name or mark that is likely to cause deception or confusion, or which is graphically or phonetically similar to any of the Marks or that is a translation of any of them, at any time before or after the term of this Agreement.
- f. Your display of any Mark must: (i) clearly identify IFC as the owner of the Mark (e.g., “EDGE is a trademark of the International Finance Corporation and is used under license.”), (ii) comply at all times with IFC’s EDGE Brand Assets Policy relating to the Marks, as published by IFC and as may be updated from time to time, and any other standards, guidelines or instructions associated with the use of the Marks as provided by IFC in writing to You, and (iii) otherwise comply with any local notice or marking requirement under the laws of the jurisdiction(s) in which You display the Marks. You may not modify or alter any Mark. For more information, refer to IFC’s EDGE Brand Assets Policy, available at: <https://www.edgebuildings.com/contact-us/brand-assets/>.

- g. At no time may You use the Marks to imply the endorsement of your services by IFC. You acknowledge that IFC has established prestige and goodwill in the Program and the Marks, which are recognized in the minds of the public throughout the world. It is of great importance, and in the mutual interest of You, IFC and your clients, that all advice, recommendations and interactions associated with your role as an EDGE Faculty member embody the highest standards and reputation connected with IFC and its EDGE green building certification system, and that You remain in excellent standing professionally as long as You bear the EDGE Faculty accreditation.
- h. Therefore, You agree that if You use the Marks in any manner that, in IFC's sole discretion, disparages, tarnishes or dilutes the distinctive quality of the Marks or the reputation and goodwill embodied in the Marks, or which reflects adversely on the Marks, IFC, the World Bank Group, any of their affiliated organizations, or any of their officers, directors, employees, agents, representatives, or contractors (together with IFC, the "**IFC Parties**"), the EDGE green building certification system, and/or the Program, or is otherwise unacceptable to IFC, then IFC will have the right, at its sole option and exercisable at any time, to terminate the license granted to You in the Marks and to terminate this Agreement by written notice to You. Upon IFC's request at any time and for any reason, You must promptly make any changes requested by IFC to the manner in which You use the Marks.
- i. You agree and acknowledge that all copyright, patent, trademark, trade secret and other intellectual property rights in the EDGE Materials are owned by IFC, and You will not have any intellectual property rights in the Edge Materials or derivative works thereof, except that You will have ownership rights over any locally-specific content, such as case studies or information on local regulation developed by You in connection with the Program (the "**Local Content**"). You grant to IFC a fully-paid, royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right and license to use, disclose, modify, reproduce, distribute, display, and create derivative works from, the Local Content and any other content or derivative works developed by You in connection with the Program.
- j. IFC has the right to (i) use the Local Content and any other content or derivative works developed by You in connection with the Program; and (ii) modify, replace or withdraw any of the Marks that, in IFC's sole judgment, are infringing or have the potential to infringe the intellectual property rights of a third party.
- k. All rights not expressly granted in this Agreement are reserved by IFC, and no license is granted (i) for the use of the Marks except as expressly granted in this Agreement, or (ii) to any other intellectual property of IFC, including any other IFC marks such as the IFC logo or World Bank Group logo. You acknowledge that the Marks and associated goodwill possess special, unique and extraordinary characteristics, which make difficult the assessment of monetary damages that IFC would sustain as a result of your unauthorized use of the Marks. You recognize that IFC would suffer irreparable injury by such unauthorized use and agree that IFC has the right to obtain injunctive and other equitable relief in the event of a breach by You of any of the terms of this Agreement.

2. Other Obligations

- a. You agree to conduct trainings as described in the EDGE Protocols and to comply with all Program policies or guidelines governing your participation in the Program and this Agreement (including without limitation, the Brand Assets Policy and the EDGE Protocols) as may be issued and/or amended by IFC from time to time (the "**Program Policies**"). The Program Policies are incorporated by reference into this Agreement.

- b. You agree for your name, profession, company affiliation (if any) and email address to be published on a designated page of edgebuildings.com (or another website chosen by IFC) and referenced by IFC in any materials relating to the Program.
- c. Except as otherwise expressly stated in this Agreement, IFC may change or modify any of the Program Policies at any time in its sole discretion. If that occurs, IFC will use reasonable efforts to notify You, which may be as described in the notice provision below, by posting notice on the Program website, or by other means. Your ongoing use of the Marks constitutes your irrevocable acceptance of all such changes and modifications, which are incorporated by reference into this Agreement and legally binding on You. In the event of any modification in accordance with this Section to which You do not assent, your sole remedy is to terminate the Agreement as described in Section 3.

3. Term and Termination

- a. The initial term of this Agreement starts on the date that (i) both You and IFC have signed this Agreement, and (ii) You have paid the Licensing Fee (as defined below), and it continues for two (2) years from that date (the “**Initial Term**”). You may request to renew this Agreement past the Initial Term by (i) applying to IFC for renewal three (3) to six (6) months prior to the end of the Initial Term, (ii) paying the then-current Licensing Fee at the time of the renewal application, (iii) attending any required refresher or update trainings for EDGE Faculty, and (iv) avoiding poor performance, as detailed in the EDGE Protocols; provided that, IFC is under no obligation to renew this Agreement. Any such renewal must be in a writing signed by IFC. If this Agreement is not renewed, it will expire at the end of the Initial Term. If this Agreement is renewed, the above process will be repeated until this Agreement expires or is terminated as provided below.
- b. You must pay a licensing fee in connection with your being licensed as an EDGE Faculty member pursuant to this Agreement, as stated in the Program Policies (the “**Licensing Fee**”). For the Initial Term, You may elect to pay the Licensing Fee as follows: (i) pay U.S.\$900 up front for the entire Initial Term; or (ii) pay U.S.\$500 each year during the Initial Term (the “**Annual Option**”). The first Licensing Fee payment is due upon your signing of this Agreement. If You select to pay the Licensing Fee by means of the Annual Option, the payment for the second year is due one (1) year from the signing date. IFC reserves the right to update the amount of the Licensing Fee for any subsequent terms.
- c. The Agreement may be terminated as follows:
 - i. You may terminate this Agreement (a) without cause, at any time upon ninety (90) days’ prior written notice, or (b) immediately in the event You believe in good faith that your continued participation in the Program is likely to damage your reputation; in each case, with notice to IFC at the following email address: edge@ifc.org.
 - ii. IFC may terminate this Agreement immediately upon written notice to You (a) if You breach your obligations under this Agreement, (b) in the event IFC believes in good faith that your continued participation in the Program is likely to damage the goodwill of the Marks or the reputation of the Program or of any of the IFC Parties, or (c) pursuant to Sections 1(h) or 10. A breach of obligations described in (a) includes, but is not limited to, your misuse of the Marks or infringement upon the intellectual property of IFC, such as the EDGE Software.
 - iii. Without limiting the foregoing, IFC may terminate this Agreement for any other reason, in its sole discretion, upon ninety (90) days’ written notice to You.

- d. Upon termination of this Agreement for any reason, You will no longer be an EDGE Faculty member, all of your rights to use the Marks pursuant to the license granted in this Agreement will terminate immediately and You must immediately discontinue all use and display of the Marks and destroy all materials bearing the Marks. If this Agreement terminates for any reason, You must re-apply in order to participate in the Program.
- e. Upon termination of this Agreement, the amount of the Licensing Fee paid by You will be refunded, after deducting, on a pro-rata basis, the portion of the Licensing Fee applicable to the time elapsed from the date of signing of this Agreement until the date on which it is terminated; except that, in the event of termination due to poor performance, as detailed in the Licensing Protocol for EDGE Faculty (Annex D), no portion of the Licensing Fee will be refunded.

4. Representation and Warranties

- a. By signing this Agreement, You represent and warrant that (i) You have the full power and authority and the legal right to enter into this Agreement and to grant the rights and perform all of your obligations; (ii) your execution, delivery and performance of this Agreement will not violate or breach any obligation You have to any third party; (iii) your execution, delivery and performance of this Agreement will not violate any applicable law or regulation; (iv) You satisfy all of the requirements to be a Faculty member as stated in the Program Policies; (v) all information provided by You in your application to become a Faculty member is true and accurate in all respects; and (vi) You have not previously been removed or otherwise terminated from the Program in any capacity (whether as a Faculty member, Expert, or otherwise).
- b. IFC DISCLAIMS ALL WARRANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT.

5. Indemnification

You agree to indemnify, defend and hold harmless each of the IFC Parties from and against all third-party claims, actions, suits, losses, costs, liabilities, judgments, damages and expenses, including reasonable attorneys' fees, court costs, litigation expenses and related expenses (individually a "Claim" and collectively "Claims") arising out of or relating to (i) your breach of this Agreement, (ii) your business and other activities, operations, actions and omissions; or (iii) your relationships with third parties. The foregoing indemnification obligation does not apply to the extent any such Claim was substantially caused by the gross negligence or willful misconduct of IFC. To the extent You are required to indemnify any of the IFC Parties, You cannot enter into any settlement or admit to any fault on the part of IFC without obtaining IFC's prior written consent. Without limitation of the foregoing, any or all of the IFC Parties may elect to participate in any cause of action with counsel of their choosing at their own expense.

6. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT IN THE CASE OF THE GROSS NEGLIGENCE AND/OR INTENTIONAL MISCONDUCT OF ANY OF THE IFC PARTIES, IN NO EVENT WILL ANY OF THE IFC PARTIES BE LIABLE TO YOU, YOUR AGENT OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, TAX CREDITS, ECONOMIC BENEFITS, DATA, LOSS OF GOODWILL OR PERSONAL OR OTHER PROPERTY DAMAGE, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY,

WHETHER IN TORT, CONTRACT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT WILL IFC'S AND ANY OTHER IFC PARTY'S AGGREGATE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER TO YOU OR ANY THIRD PARTY (INCLUDING ANY OF YOUR CUSTOMERS OR CLIENTS), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES IN CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL LICENSING FEES ACTUALLY PAID BY YOU UNDER THIS AGREEMENT. IN NO EVENT WILL IFC HAVE ANY LIABILITY FOR ANY THIRD PARTY LOSSES, CLAIMS OR DAMAGES ARISING IN WHOLE OR IN PART FROM YOUR ACTS OR OMISSIONS.

7. Notices

- a. Notices to You. IFC expects to be in regular email communication with You regarding your participation in the Program. All notices and other communications required by or permitted to be given to You by IFC under this Agreement will be in writing and shall be deemed to have been duly given if sent by email to the email address You provide on the signature below, or to an updated email address that You provide to IFC in the manner described in this Section 7. You agree that email notification as described above is sufficient for all legal and other notifications to You under this Agreement.

Notices to You are effective when sent by IFC. You agree to provide IFC with up-to-date contact information for as long as You participate in the Program by emailing IFC at the following email address: edge@ifc.org.

- b. Notices to IFC. All notices and other communications required by or permitted to be given to IFC by You under this Agreement must be in writing and delivered to IFC by either (i) prepaid priority delivery service with delivery confirmation received or (ii) certified or registered mail, return receipt requested, upon verification of receipt. Notices may also be sent to IFC by email at edge@ifc.org, but can only be effective if confirmed by hard copy delivered to IFC pursuant to the foregoing subsection (i) or (ii). Notice must be sent to IFC at the following address: IFC, Climate Business Department, Mail Stop F 7K-711, 2121 Pennsylvania Avenue NW, Washington, DC 20433.

8. Governing Law; Remedies

This Agreement, and all of the rights and duties of You and IFC arising out of or related to the Program, will be governed by the laws of the State of New York, United States of America, without regard to its conflicts of law rules. Except as otherwise expressly provided in this Agreement, all remedies are cumulative and in addition to any other remedies available to either party at law or in equity. Nothing in this Agreement is or may be considered to be a waiver, renunciation or modification of any immunities, privileges or exemptions of IFC accorded under its Articles of Agreement, international convention or any applicable law.

9. Relationship of the Parties

The relationship between the parties to this Agreement is not intended to, and does not, create any association, partnership, joint venture, employment or agency relationship between the parties. You agree that You will not hold yourself out as, an agent, affiliate, legal representative, joint-venturer, partner, employee or servant of any of the IFC Parties and have no power to bind any of the IFC Parties for any purpose whatsoever.

10. IFC, Third Parties and Assignment of Rights

Nothing in this Agreement confers any benefit or rights on or to any person or entity other than You and IFC, except that the other IFC Parties are intended third-party beneficiaries to this Agreement. IFC reserves the right to assign and/or delegate any of its rights and/or obligations in its sole discretion, including, and without limitation, the right to subcontract the performance of any services associated with the Program. You may not assign and/or delegate any of the rights and/or obligations under this Agreement. Any unauthorized assignment or delegation by You is null and void and grounds for immediate termination of this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective successors, permitted assigns and legal representatives.

11. Entire Agreement

This Agreement (including the Program Policies) is the entire agreement between You and IFC concerning its subject matter, including the Program and the Marks. It supersedes all prior or contemporaneous agreements and understandings of any kind related to its subject matter. In the event of any conflict between the terms of this Agreement and any Program Policies, this Agreement will prevail. The Terms of Use for the EDGE website are not superseded by this Agreement. Except as described in Section 2, this Agreement may only be modified, or any provisions hereof waived, in a writing signed by You and IFC.

12. Interpretation

The invalidity, illegality or unenforceability of any part of this Agreement shall not impair or affect the rest of this Agreement, which shall remain in full force and effect. Any provision found to be invalid, illegal, or unenforceable shall be construed so that it becomes legal and enforceable while effecting the original intent of the parties as closely as possible. The headings used in this document are for ease of reference only and shall not in any way limit or alter the meaning of any provision. Any rule that ambiguities are interpreted against the drafter of a document, or against the party for whose benefit the document is made, shall not apply. This Agreement may be signed in counterparts. An electronic signature (including in .pdf format or via an e-signature solution meeting all applicable requirements for electronic signatures) will be considered the same as an original handwritten signature.

13. Annexes

The plans, protocols and other documents attached hereto as annexes A to P which may be updated from time to time, form part of this Agreement and are hereby incorporated into this Agreement by this reference:

Annex A – Representations and Covenants Regarding Corrupt, Fraudulent, Coercive, Collusive and Obstructive Practices, Anti-Money Laundering and Combating the Financing of Terrorism

Annex B – Licensing Protocol for EDGE Faculty

Annex C – Glossary for EDGE Governance Protocol

Annex D – EDGE Branding & Media Guidelines

Annex E – IFC Access to Information Policy

By signing below, the below-named Faculty member confirms that the Faculty member has read and understands this Agreement and agrees to be bound by it.

FACULTY: [EDGE FACULTY MEMBER NAME]

Title:

Date:

Email for Notices: _____