

FORM2004-01

SCORM[®] 2004 Conformance Registration Agreement

This Registration Agreement is made by and between _____ (“Vendor”) and Academic ADL Co-Lab (“Testing Organization”), for good and valuable consideration, and on the following terms:

Product Submitted for Testing:

Product Name: _____

Version/Release Number: _____

1. Testing Organization shall perform SCORM 2004 conformance testing of the Product specified above using ADL approved test software. If there is a name change of the above listed product following submission for testing, there will be an additional charge of US\$100. Contact Testing Organization for details.
- 2(a) Conformance Testing of Content: If the Product to be tested is learning content, Vendor agrees to pay Testing Organization a minimum fee of US\$1000 for the purpose of enabling the Testing Organization to test and determine the level of SCORM conformance of the Product. The minimum fee is an estimate based on Testing Organization experience and the Vendor will be notified if the amount is to be exceeded in order to determine the Vendor’s preferred course of action. Testing Organization retains sole discretion as to the method and location of the conformance testing. The Testing Organization will invoice the Vendor at completion of testing which shall include all time and materials required to perform testing. Vendor shall remit payment to Testing Organization within 30 days of receiving the invoice.
- 2(b) Conformance Testing of Learner Management Systems (LMS): If the Product to be tested is a learner management system Vendor agrees to pay Testing Organization a minimum fee of US\$1500 for the purpose of enabling the Testing Organization to test and determine the level of SCORM conformance of the Product. The minimum fee is an estimate based on Testing Organization experience and the Vendor will be notified if the amount is to be exceeded in order to determine the Vendor’s preferred course of action. Testing Organization retains sole discretion as to the method and location of the conformance testing. The Testing Organization will invoice the Vendor at completion of testing which shall include all time and materials required to perform testing. Vendor shall remit payment to Testing Organization within 30 days of receiving the invoice.
3. By submitting the Product to Testing Organization, Vendor represents and warrants to Testing Organization that Vendor (i) owns the product or has all licenses necessary provide Vendor the legal authority to submit the Product for evaluation; (ii) Vendor will not market, promote, advertise or otherwise represent to third parties that the Product is SCORM-conformant except in accord with the terms and conditions of this agreement; and (iii) although the Product may or may not become certified hereunder,

Vendor reasonably believes the Product potentially may be SCORM-conformant and Vendor has taken steps to make the Product conform to the SCORM.

4. At completion of testing, Testing Organization shall return the Product to Vendor and furnish Vendor a report indicating the test results. All test results shall remain confidential unless Testing Organization is otherwise authorized to release the information.
5. If the Product submitted for testing passes, the Academic ADL Co-Lab, on behalf of the ADL Initiative, shall grant Vendor a non-exclusive, non-transferable license to use the <SCORM 2004 Certified> trademark or logo solely on or in connection with the Product submitted for testing, according to the terms of the SCORM Logo License Agreement. Vendor acknowledges that no product can bear the label <SCORM 2004 Certified> or use the phrase <SCORM 2004 Certified> unless it has been tested using software and testing procedures administered by a Testing Organization designated by the Advanced Distributed Learning Initiative (ADLI).
6. Successful test results for the product submitted constitute AS IS conformance with the SCORM 2004 using the designated tests. No guarantee of performance or compatibility with other products is implied or intended. Conformance evaluation is performed using SCORM 2004 tests developed by ADL or others and does not constitute or imply endorsement or assurance by ADLI or others of product utility, quality or reliability in use or technical accuracy of content. It is the sole responsibility of organizations purchasing any training product to verify that the desired functionality is present and that the product is free from defects.
7. If Vendor disagrees with the test results for any reason, it shall notify Testing Organization within 30 days of receiving the test results. Vendor's notification must state clearly and concisely the reasons for the disagreement, including any suspected defects in the testing software or methodology. The notification must also verify that Vendor has made available all of the information needed for Testing Organization to properly run the Product submitted for testing. After duly considering the Vendor's notification, Testing Organization may, in its sole discretion, re-test the Product taking into consideration the information submitted in Vendor's notification. Testing Organization may, in its sole discretion, provide re-testing at the standard rate outlined in section 2 of this agreement.
8. Vendor acknowledges that, to the maximum extent permitted by applicable law, in no event shall the Academic ADL Co-Lab, any ADL-designated Testing Organization or their respective parent organizations, subsidiaries, officers, agents and employees, be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the work performed under this

Registration Agreement.

9. Notwithstanding any damages that vendor might incur for any reason whatsoever (including all damages referenced above and all direct or general damages), the entire liability of the Academic ADL Co-Lab, any ADL-designated Testing Organization and their respective parent organizations, subsidiaries, officers, agents and employees under any provision of this Agreement, vendor's exclusive remedy for all of the foregoing shall be limited to the remedies provided for in paragraph 7 of this Registration Agreement.
10. Vendor, for itself, its successors, officers, agents, and employees, in consideration for the work performed under this Registration Agreement, does hereby agree to indemnify and hold harmless the Academic ADL Co-Lab, its parent organizations, subsidiaries, officers, agents and employees, from any and all suits, actions claims, costs, causes of action or demands, known or unknown, whether in law or in equity, including attorney's fees, arising out of the work performed under this Registration Agreement. This indemnification shall be limited only inasmuch as a court of competent jurisdiction rules that the actions of the parties named above during the performance of work under this Registration Agreement constitutes willful misconduct or gross negligence.
11. The construction and meaning of the terms or this Registration Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, and any dispute relating hereto shall be brought in an appropriate court in the Western District of Wisconsin, and both parties hereby expressly consent to the jurisdiction of such court with respect to any proceeding brought pursuant to this Registration Agreement.
12. This Registration Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. Any waiver, variation, or amendment of any term or condition of this agreement shall be effective only if signed by authorized representatives of both parties hereto, provided that in the event a provision of this Registration Agreement is held by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

For Testing Organization:

For Vendor:

By: _____
(Print name) _____
Title: _____
Date: _____

By: _____
(Print name) _____
Title: _____
Date: _____