

## ACE LEARNING EVALUATIONS REVIEW TERMS AND CONDITIONS

The following terms apply to all applications for ACE Learning Evaluations Recommendations or Renewals:

1. Organization's Learning Evaluations Recommendation is effective during the Recommendation Period defined on the Order Form, except in cases where exceptions are made for special circumstances. If Organization does not seek a subsequent review of its courses/examinations prior to the end of the Recommendation Period, the Recommendation will expire at the end of the Recommendation Period. Retroactive Recommendations will be considered on a case-by-case basis and must be requested by the Organization prior to the start of a review. In order to receive retroactive Recommendations, Organization must be able to provide sufficient materials to allow Learning Evaluations staff to determine that no substantive changes have occurred in the course during the retroactive period.
2. Recommendations are specific to the Organization and points of delivery evaluated and approved as part of the Review. The Organization must apply for approval when programs are delivered at locations or through modalities not listed and approved in the original application. These include, but are not limited to, branch offices, franchises, or organizations that are delivering these courses through contractual or licensing agreements. Whenever an entity other than the Organization seeks to be eligible for the Recommendations for programs evaluated under this agreement, that entity must apply to become an Authorized Instructional Provider. Applicants will be required to participate in an assessment to assure compliance with the standards required for participation in the Learning Evaluations program. Authorized Instructional Providers are responsible for all fees associated with the application, assessment, and applicable annual fees.
3. During the Recommendation Period, Organization must submit written reports to Learning Evaluations staff of all substantive changes made to course titles, content, and delivery no later than thirty (30) days before the changes are implemented. Upon receipt of the information, ACE will determine if a Technical Review is necessary to maintain the Recommendation. Information about Technical Reviews can be found online here: <https://www.acenet.edu/Programs-Services/Pages/Credit-Transcripts/Types-of-ACE-CREDIT-Reviews.aspx>.
4. ACE or its representatives may conduct audits of Organization's course offerings, promotional materials, and learner services to determine compliance with this agreement.
5. ACE will conduct reviews and schedule and manage its review process at its sole discretion. ACE reserves the right, in its sole discretion: (i) to discontinue the performance of all or any material phase of the Learning Evaluations review activities; and (ii) alter, enter into, or discontinue contractual relationships with third-party providers for services included in this Agreement.
6. Reviews may result in "Conditional Recommendations," meaning that in order to receive a credit recommendation, the course will need to be rereviewed. Conditional review fees may be found here: <https://www.acenet.edu/Programs-Services/Pages/Credit-Transcripts/Types-of-ACE-CREDIT-Reviews.aspx>. If 10 or more courses receive conditional or if half of the total courses reviewed receive conditional recommendations, Organization must work with ACE staff on conditions for lifting the recommendation for the reviewed courses and continued participation in the program. Conditional Recommendations must be lifted within ninety (90) days of the review, or courses are not eligible for a credit recommendation and are end dated.

7. Termination:
  - a. ACE reserves the right to review any program and terminate any Recommendation as follows: ACE may terminate any Recommendation upon thirty (30) days' notice of Organization violating these terms and conditions. ACE may terminate any Recommendation upon notice if: (i) ACE determines that Organization's program or its course offerings are not consistent with the goals and standards of ACE and its Learning Evaluations program; (ii) ACE determines that continued affiliation with Organization is inconsistent with ACE's mission and/or adversely affects the reputation of ACE; or (iii) upon any finding of illegal or unethical activities of Organization.
  - b. Organization may elect to terminate participation in the Learning Evaluations program upon thirty (30) days' written notice to ACE.
  - c. Upon termination of or expiration of Organization's participation in the Learning Evaluations program, Organization must immediately delete all references to ACE, Learning Evaluations (or CREDIT) from printed and web-based materials and cease all use of ACE marks, including any distribution of any advertisements, documents, or other materials bearing ACE marks. ACE will cease use of the Organization's Marks in connection with the Learning Evaluations program.
8. Organization must remit Annual Fees to maintain its Recommendation in good standing each year based on the current fee schedule, found here: <https://www.acenet.edu/Programs-Services/Pages/Credit-Transcripts/Types-of-ACE-CREDIT-Reviews.aspx>. Payment is due within net-thirty (30) days from the date of the statement in accordance with ACE's instructions. Payments must be made by check or ACH; please contact [accounting@acenet.edu](mailto:accounting@acenet.edu) for ACH information. Fees are subject to change. The current rates can be found here: <https://www.acenet.edu/Documents/ACE-LE-Review-Pricing.pdf>.
9. Annual fees may be prorated during the first year of participation in the program. Annual fees cover the following costs:
  - a. Publication in and maintenance of the ACE National Guide.
  - b. Support, resources, guidance, and customer service for Organization's students or employees who have passed Recommended courses or exams during ACE credit recommendation period ("**Earners**"). The Learning Evaluations team is available at [credit@acenet.edu](mailto:credit@acenet.edu).
  - c. If any fee due to ACE is more than ninety (90) days overdue, ACE has the right in its sole discretion, in addition to any other remedies under this Agreement or pursuant to applicable law, to suspend all services being provided without further notice to the Organization, until the Organization has paid the full balance owed, plus any late charges due.
10. *This section only applies to Organizations that have "opted in" to the use of Credentialing Services. Please proceed to the next section of this doesn't apply to your Organization.* To assist Earners in documenting their qualifications, Learning Evaluations makes available credentialing services through the use of a third-party digital credential provider (the "**Digital Credential Provider**"). The Digital Credential Provider will establish and professionally administer a digital credential program to enable Earners to receive documentation of course and examination completion in the form of an earned digital badge or transcript to submit to colleges and universities. The current Digital Credential Provider is Credly, whose Issuer Terms of Service are available at <https://info.credly.com/workforce-skills-agreement>. Terms and conditions of credentialing services may be found in Appendix B.

11. Organization may include the name “ACE” or “Learning Evaluations” or reference the Recommendation, provided that any such reference must adhere to ACE’s brand use guidelines. The words “accredited” and “accreditation” and any variant thereof may not be used in reference to Learning Evaluations Recommendations or Reviews. Failure to adhere to these policies will result in the termination of Organization’s participation in the program.
12. Intellectual Property
  - a. All right, title, and interest in and to the Organization’s information, property, or materials furnished to ACE in connection with the Learning Evaluations review and Recommendation, whether such materials are written, printed, digital or electronic, or otherwise recorded in any format, including the Organization’s exams, test items, data, logo, trademarks, trade names, and certain copyrighted materials remain with Organization. Organization grants ACE rights to use and retain such information, property, or materials in connection with the Learning Evaluations review and Recommendation, and any such information required to provide badging and transcript services to Earners will survive termination or expiration of these terms.
  - b. Organization grants to ACE a nonexclusive, nonassignable, sublicensable license to use Organization’s names and logos (the “**Organization Marks**”) on newsletters, web pages, and social media sites in connection with the Learning Evaluations review and Recommendation, with prior written approval. Any use of Organization Marks will be in accordance with style guidelines provided by the Organization. ACE will not use Organization Marks in any manner that would imply that ACE has an affiliation with the Organization other than in connection with the Learning Evaluations Recommendation.
  - c. ACE grants to Organization a nonexclusive, nonassignable, non-sublicensable license to use ACE’s names and logos associated with the Learning Evaluations program (the “**ACE Marks**”) with prior written approval. Organization will not use the ACE Marks in any manner that would imply that Organization has an affiliation with ACE other than in connection with the Learning Evaluations Recommendation.
  - d. All right, title, and interest in and to ACE’s information, including but not limited to ACE’s property, methodologies, or materials used, prepared, or developed prior to, during, after or in connection with the Learning Evaluations program, review or Recommendation, including the ACE logo, trademarks, trade names, the Learning Evaluations program marks or brand, and other materials, remain with ACE. ACE retains the right to review and approve all uses of ACE names, marks, lists, and content. Organization shall not use ACE Marks in any manner that would imply that ACE has an affiliation with the Organization other than as set forth in this agreement or ACE’s brand guidance.
  - e. Should ACE or any of its employees, agents, consultants, and/or subcontractors be given access to Organization’s proprietary or other confidential information or materials in whatever form, tangible or intangible, which includes without limitation exams; data; test items; designs; drawings; specifications; and documents (“**Organization’s Confidential Information**”), ACE agrees to take all steps reasonably necessary to hold in trust and confidence information that ACE knows or has reason to know is considered confidential by Organization. ACE agrees that Organization’s Confidential Information shall not at any time be used by ACE or ACE’s employees, affiliates, or agents for any purpose other than the Learning Evaluations review, Recommendation, or credentialing. ACE will enter into written agreements with each of its employees, representatives, agents, consultants, and subcontractors who perform services hereunder sufficient to carry out ACE’s confidential obligations under this Agreement.

13. Organization represents and warrants that the Organization's Confidential Information is true and accurate, to the best of Organization's knowledge.

Organization agrees to defend, hold harmless, and indemnify ACE, its subsidiaries, directors, officers, agents, and employees from and against all third-party claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees: (i) arising out of or relating to Organization's provision of courses and examinations to third parties, including but not limited to claims by third-parties of educational malpractice, and (ii) resulting from any acts, omissions, or breach of these Terms and Conditions, including the knowing or willful provision of false and misleading information provided in items, documents, or materials furnished hereunder by Organization—except to the extent such arises out of ACE's acts, omissions, or breach of these Terms and Conditions. ACE shall promptly notify Organization in writing of any claims.

ACE DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXCEPT AS EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE ACE LEARNING EVALUATIONS PROGRAM, RECOMMENDATIONS, OR ACTIVITIES HEREIN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. THE PARTIES SPECIFICALLY AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, IN NO EVENT SHALL ACE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS; LOST SAVINGS; AND LOSS OF USE OR LOSS OF DATA) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR WITH RESPECT TO ANY LEARNING EVALUATIONS REVIEW OR RECOMMENDATION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHER FORM OF ACTION, EVEN IF ACE HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES FURTHER SPECIFICALLY AGREE THAT, EXCEPT FOR AMOUNTS PAYABLE TO ACE HEREUNDER, THE TOTAL LIABILITY OF ACE FOR DAMAGES UNDER THIS AGREEMENT WILL NOT EXCEED THE SUM OF ALL FEES ACTUALLY PAID BY ORGANIZATION TO ACE HEREUNDER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE DAMAGE.

## APPENDIX B: CREDENTIALING SERVICES TERMS AND CONDITIONS (CREDLY)

*This Appendix is reserved for Organizations that have opted into the use of credentialing services on the order form, as outlined in Section 10 of the Issuer Terms of Service.*

1. Organization will be required to complete an Order Form for Credly services, set up an Issuer account in Credly, and agree to the Issuer Terms of Service (<https://info.credly.com/workforce-skills-agreement>) and Privacy Policy (<https://info.credly.com/privacy-policy>).
2. Organization grants ACE and the Digital Credential Provider a perpetual and irrevocable right to host, maintain, and display digital badges, transcripts or other documentation issued by Issuer to Earners.
3. Organization will obtain consent from Earners to share Earner Information with Digital Credential Provider pursuant to Digital Credential Provider's terms and conditions. ACE will have access to Earner Information through the Digital Credential Provider pursuant to the Digital Credential Provider's terms and conditions. Any use of Earner Information shared directly by an Earner with the Digital Credential Provider will be in accordance with the terms of use and privacy policy of the Digital Credential Provider.
4. Organization is solely responsible for determining and applying the criteria for determining who is an Earner, revoking credentials and providing such verified information to the Digital Credential Provider during the Recommendation Period. Neither ACE nor the Digital Credential Provider has an obligation to review the accuracy of credential awards or Earner validation made by the Organization. Organization must not charge Earners a fee solely for issuance of a digital credential.
5. Earners must create an account directly with the Digital Credential Provider in order to request transcripts and will be subject to the terms and conditions of such Digital Credential Provider. The current Digital Credential Provider is Credly, whose Earner Terms of Service are available at <https://info.credly.com/user-terms-of-service>. Earners will have the ability to download transcripts or request that they be sent directly to colleges and universities. The Digital Credential Provider and ACE may communicate directly with Earners regarding the availability, management, and use of their information after Earners create these accounts. Customer support for badging and transcript services is provided directly by the Digital Credential Provider and is not the responsibility of ACE.
6. Organization and ACE will comply with all applicable laws, including privacy laws, regarding the security and privacy of personal or other information of Earners (the "**Earner Information**").
7. Organization will obtain consent from Earners to share Earner Information with Digital Credential Provider pursuant to Digital Credential Provider's terms and conditions. ACE will have access to Earner Information through the Digital Credential Provider pursuant to the Digital Credential Provider's terms and conditions. Any use of Earner Information shared directly by an Earner with the Digital Credential Provider will be in accordance with the terms of use and privacy policy of the Digital Credential Provider.