



State of Oklahoma

Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH GLOBAL KNOWLEDGE TRAINING
LLC
RESULTING FROM STATE WIDE CONTRACT NO. 1047**

This Addendum 1 ("Addendum") is an Amendment to the Contract awarded to Global Knowledge Training LLC ("Global Knowledge") in connection with Solicitation 0900000306 ("Solicitation") and is effective ~~January 5~~, 2019.
FEBRUARY

Recitals

Whereas, the State issued a Solicitation for proposals to allow suppliers the opportunity to provide previously developed training courses from their catalog and their learning partners' catalog as well as work with training divisions to develop their own curriculum, as more particularly described in the Solicitation;

Whereas, Global Knowledge submitted a proposal which contained exceptions to the Solicitation terms and various other Contract Documents; and

Whereas, the State and Global Knowledge have negotiated the final terms under which Global Knowledge will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. **Addendum Purpose.**

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Global Knowledge as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. **Negotiated Documents of the Contract.**

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. certain exceptions to the Solicitation as contained in Attachment A to this Addendum titled "Exceptions"; and
- ii. revisions to the training agreement initially proposed by Global Knowledge as contained in Attachment B to this Addendum titled "Training Agreement."

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

2.3. Global Knowledge affirmatively acknowledges that it will not ask the State, any agency, or Customer to execute additional documents not listed above in connection with this Contract.

**State of Oklahoma by and through the Office
of Management and Enterprise Services**

By: 

Name: James L. Reese, II

Title: Chief Information Officer

Date: 02-05-2019

Global Knowledge Training LLC

By: 

Name: Brian Holland

Title: Secretary

Date: 02/01/2019

**Attachment A to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GLOBAL KNOWLEDGE TRAINING LLC
RESULTING FROM STATE WIDE 1047**

Negotiated Exceptions and Additional Terms to the Solicitation

The Solicitation is hereby amended to include the terms as set forth below and supersedes all prior terms and exceptions submitted by **Global Knowledge Training LLC** or discussed by the parties.

RFP Section	Exception
A. General Provisions, A.20. Insurance	Solicitation General Provisions, A.20. Insurance, Subsection d) is deleted in its entirety and replaced with the following: Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage, which can be satisfied through Technology Errors and Omissions Coverage, with limits not less than \$1,000,000 per claim and in the aggregate; and
A. General Provisions, A.45. Ownership Rights	Solicitation General Provisions, A.45. Ownership Rights is deleted in its entirety and replaced with the following: As between Supplier and the State, the Work Product and intellectual property rights therein are and shall be owned exclusively by the State, and not Supplier. Supplier specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by the state. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to the State all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and the State shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and the State do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. The State shall have access, during normal business hours

RFP Section	Exception
	<p>(Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and the State, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.</p> <p>The term (“Work Product”) means any and all deliverables produced by Supplier solely for the State under a statement of work executed by the parties and issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived solely for such deliverables, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, and (vii) all intellectual property rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of the State in connection with the statement of work for the deliverables. Work Product specifically excludes the QS/1 Pharmacy Management System and any deviations, modifications, upgrades, interfaces, modules, or other development related to the System. For the avoidance of doubt, materials delivered to students or used in the presentation of courses, which are generally available to Supplier’s other customers shall not be considered Work Product, and the State shall acquire no rights to the intellectual property embodied therein.</p>

RFP Section	Exception
A. Special Provisions, B.2 Obligations of Permitted Subcontractor	<p>Solicitation, Section B Special Provisions, Subsection B.2.3. is hereby added:</p> <p>Per Solicitation, Section B Special Provisions, Subsection B.2.1, the State approves Supplier’s use of the following as a subcontractor under this Contract: Amazon Web Services, Gigawave, Skyline, NterOne, Tech 2000, Tranerbox, Cisco Advanced Series, Layer 8(Netscapte), HDI, Island Training, Blockchain Training Alliance, Microsoft, Alta3, Pearson Technologies Inc., Up to Date Technologies LLC, Proactive Technical Solutions, ASPE, Pyxis, SAS, Skillsoft, VMmware. Without waiving the order of precedence herein, the state accepts the terms and conditions of these approved subcontractors to the extent the terms and conditions do not reduce any rights or enlarge any obligations of the State or authorized users as set forth in the Solicitation.</p>

**Attachment B to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GLOBAL KNOWLEDGE TRAINING LLC
RESULTING FROM STATE WIDE CONTRACT NO. 1047**

The **Training Agreement** is hereby amended as set forth below and supersedes all prior documents submitted by **Global Knowledge Training LLC** or discussed by the parties. The parties agree to use this **Training Agreement** or a document substantially similar.

Training Agreement

SFv1.0

State Entity or Affiliate ("Customer") engages Global Knowledge Training LLC ("Global Knowledge" or "Global") to perform the training services ("Services") as specifically agreed and described in this Training Agreement ("Agreement") and subject to the Training Agreement Terms and Conditions attached hereto as Appendix A. Global Knowledge accepts the engagement and agrees to perform the Services according to the terms and conditions set forth herein.

CUSTOMER

Customer Organization:				Contact:	
Address:				Contact Phone:	Contact Fax:
City	State	Postal Code	Country	Contact Email:	
Class Location ----					

Payment Method: Global Knowledge requires one of the following methods of payment confirmation. Please check off method used for this order.

- ☐ Purchase Order (required prior to class start) ☐ Other such as vouchers/ credits.
☐ Pre-Payment by Credit Card Explain:

Instructor- Led Training (ILT)

- ☐ Virtual For virtual delivery, each OMES student must have internet access.
☐ Classroom OMES shall provide a classroom (approximately 1,000 square feet room) with a white board and a flip chart with markers. The classroom must be a secure room that can be locked overnight in order to protect equipment. OMES shall provide technical infrastructure such as **internet access and wireless capability** if class requires such.

Course and Course Code	Date(s)	# of Students Included in Base Course Fee*	Base Course Fee*	Additional Student Fee	Maximum No. of Students
				/student	
				/student	
				/student	
				/student	
				/student	
TOTAL ILT TRAINING					

***Base Course Fee includes:** For the number of students included in the Base Course Fee above, all instructor costs (including instructor travel expenses), student manuals (as described in the course description on Global's website), and shipping costs.

Due to student manual shipping requirements, Global Knowledge will confirm the final student count with Customer ten (10) days prior to the scheduled start date. Student additions after this point may affect the quality of the program. For partner-delivered training, the final student count provided for booking serves as the minimum for invoice purposes.

Cancellation or Rescheduling: In the event Customer cancels or reschedules an in-person, on-site course with twenty (20) business days or less notice prior to the course start date, the Customer agrees to pay Supplier for any direct expenses Supplier incurs due to such cancellation/reschedule (limited to a maximum of 50% of the Base Course Fee). Supplier will use best efforts to mitigate any such expenses upon notice of the cancellation or reschedule, and will provide evidence of such upon request. Supplier agrees to allow Customer the ability to substitute attendees to avoid such cancellation.

Customization Requests for significant changes to agenda, course requirements, or training delivery after this Agreement has been signed may incur additional costs and will be arranged under a separate work order or addendum to this Agreement.

Global Knowledge extends this offer to OMES on these terms as of transmission date; the offer shall be good for thirty (30) days and unless executed by the end of 30 days, shall be considered null and void. Authorized signature on this Agreement will secure the dates for training or other deliverables. Signature must be by an individual authorized by the party to sign on behalf of the organization. Signature by authorized representative of the parties indicates that it has read, understands and agrees to the Agreement terms and conditions.

[Customer]

Global Knowledge Training LLC

Signature date

Name: _____

Title: _____

Signature date

Name: _____

Title: _____

Exhibit A: Training Agreement Terms and Conditions

1. Independent Contractor

The relationship between Global and Customer is that of independent contractors and nothing shall be construed as creating an employment, agency, or representative relationship. Global shall be obligated to pay any and all applicable state, federal, and employment taxes applicable to Global, its employees, agents, and/or subcontractors. Neither party shall be considered an agent of the other party for any purpose whatsoever, and shall not represent itself as such to anyone. Neither party shall have the right to, and shall not, commit the other party to any agreement, contract, or undertaking.

2. Fees

Global shall submit invoices to Customer upon completion of each applicable course. Customer shall make payment within forty-five (45) days receipt of invoices. Any taxes or duties due in the fulfillment of this Agreement shall be paid by Customer.

3. Intellectual Property Rights

Except as otherwise set forth in this Agreement, Customer shall acquire no rights to the intellectual property embodied within Course Materials, defined as those materials that are delivered to students or otherwise used in the presentation of courses which are generally available to Global's other customers. Course Materials include, without limitation and by way of example only, textbooks, manuals, handouts, templates, software, and outlines. Each Customer student who attends a Global course ("Student") shall receive a copy of, or access to, the applicable Course Materials for that course. Nothing in this Section is intended to restrict a Student from using general underlying methodologies, techniques, or know-how learned in the course of receiving training from Global.

4. Insurance

Global agrees to maintain at its own expense, insurance that it reasonably believes to be adequate to cover its potential liability under this Agreement.

5. Limitations on Indemnification and Liability

Under no circumstances and under no theory of liability shall either party be liable to or through the other for lost profits, lost savings, loss of information, loss of business opportunity, or any other economic losses, or any special, indirect, consequential or incidental damages, however caused, arising in any way out of any performance or failure to perform under this Agreement.

Notwithstanding anything to the contrary in this Contract, the foregoing provisions of this Section shall not apply to or limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Global; Global's indemnity and confidentiality obligations under this Contract; the bad faith, gross negligence or intentional misconduct of Global or its employees, agents and subcontractors; or other acts for which applicable law does not allow exemption from liability.

6. Warranty

Global represents and warrants that Global, its employees, agents and/or subcontractors, if any, at all times during the performance of their respective duties under this Agreement, shall adhere to the ethical practices, and standards of care and competence that commensurate with industry-wide standards and that all Services provided shall be performed in a professional, competent and workmanlike manner. If Services provided by Global hereunder fail to comply with the applicable specifications, Global will, re-perform, replace or modify the non-conforming Services so that the Services substantially comply with the applicable specifications and are no longer non-conforming. Global agrees that these warranties shall survive acceptance of the training courses by Customer. The warranties shall inure to the benefit of Customer, its successors and permitted assigns. Customer represents and warrants that Customer, its employees, agents, and/or subcontractors, shall not provide Global with any personally identifiable information pertaining to Customer's employees, customers, affiliates, or otherwise, without first obtaining consent of such individuals. THE WARRANTIES, OBLIGATIONS AND CONDITIONS SET FORTH IN THIS SECTION 7 CONSTITUTE THE ONLY WARRANTIES, OBLIGATIONS OR CONDITIONS OF GLOBAL WITH RESPECT TO THE SERVICES.

7. Compliance With Laws

Each party shall, in its conduct of business and all of its other obligations pursuant to this Agreement, comply with all applicable federal, state, and local statutes, rules of law, ordinances, regulations, and regulatory orders.

8. Governing Law

This Agreement shall be enforced and construed in accordance with the laws of the State of Oklahoma, United States of America without regard to conflicts of law principles. Each party consents to the exclusive jurisdiction and venue of the state and federal courts sitting in Oklahoma County, Oklahoma in any action on a claim arising out of, under or in connection with this Agreement.

9. Severability

If any part of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in effect and be enforceable to the extent permitted by law.

10. Assignment

Global's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Notwithstanding the foregoing, assignment of the Contract or rights under the Contract to successor by merger or consolidation is not considered an assignment for purposes of this provision. Business and daily functions of Global may be completed by a person or entity other than Global, provided however, those business and daily functions do not include a key business function obligation under the contract. Ownership or Products purchased under the terms of this Contract and rights granted under the terms of this Contract (except any rights to Global's course materials) may be assigned or transferred subject to notice and limitations and scope of use set forth in the Contract, at no additional cost, to other entities within the State.

11. Survival

The provisions of this Agreement which by their sense and context are reasonably intended to survive the completion, expiration, or cancellation of this Agreement shall so survive.

12. Force Majeure

Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Customer may terminate a purchase order if Global cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Customer.

13. Agreement

This Agreement, the Solicitation, Global's response, and the Addendum 1 and its attachments, constitutes the entire agreement of the parties and supersedes all prior and contemporaneous written or oral agreements, understanding, and negotiations between the parties for the performance of Services, with the exception of any prior confidentiality agreements which may exist between the parties. This Agreement, the Solicitation, Global's response, and the Addendum 1 and its attachments, is intended by the parties as the final written expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. Any terms on Customer's product schedule, purchase order, or other ordering document shall have no force or effect, and Global's subsequent performance of Services, or provision of products, shall not constitute acceptance of such terms. No waiver, change, supplementation or modification of any of the terms of this Agreement shall be binding on either party unless it is made in writing and signed by an authorized representative of each party.

14. Customer Virtual Platform Use

With regard to virtual training, if Customer requests to have a private training class delivered on its internal synchronous learning platform or otherwise wishes to host the delivery or content, it is Customer's responsibility to provide adequate licenses, event set-up, technical support, and also basic training/instructions for Global's instructor. In all cases, Customer is prohibited from loading Global training content into the platform. Due to intellectual property restrictions, Customer is prohibited from recording the training event(s) via the platform. Enrolled students are not to share access to the training event(s) with others; the training event(s) and access to any recordings provided by Global shall be solely for the individual student's use. Global has the right to audit the daily student roster to validate student attendance. Customer acknowledges that certain class functionality and desired student learning experience may not be supported via the Customer platform, and agrees to not hold Global responsible for any issues arising from such, if due in no part to Global.