

Acuerdo con PRI Academy sobre traducir y promocionar sus cursos de formación ISR

Contexto

Dentro de los fines de promoción de la asociación encontramos el objetivo de difundir la ISR a partir de, entre otras cosas, campañas educativas en colaboración con las partes interesadas.

Por ello, para impulsar el desarrollo de este objetivo, en el último plan estratégico se creó una línea específica de fomento de la formación y la investigación en ISR.

A partir de las acciones llevadas a cabo en el marco de esta línea estratégica, Spainsif ha desarrollado tanto sus iniciativas en investigación como sus iniciativas formativas, destacando en este punto, la adhesión al Plan de Educación Financiera de CNMV y Banco de España, la adhesión como socio de la Fundación de Estudios Financieros, las colaboraciones en seminarios y conferencias universitarias relacionadas con la ISR o la promoción en la web y redes sociales de los cursos sobre ISR de los asociados.

PRI Academy

A raíz de estas acciones, conseguimos hablar con un representante de PRI (en el evento anual de 2017) el cual nos puso en contacto con el director de PRI Academy.

Como consecuencia de este contacto PRI Academy quiere firmar un convenio de colaboración con Spainsif, con el objetivo de que traduzcamos sus cursos al castellano a cambio de poner nuestro logo, como colaborador, en los cursos traducidos y en su página web.

Los cursos de formación de PRI son on-line y de carácter internacional, además están avalados por CFA Institute. [Link al Acuerdo.](#)

Puntos clave del convenio

- Spainsif se compromete a traducir el material del primer curso RI Fundamentals de PRI Academy, que es un curso de tres horas de duración.
- No es necesaria una traducción jurada.
- La traducción se realizará con recursos propios de Spainsif, sin costes para la asociación.
- La revisión de la traducción correrá a cargo de PRI.
- Los socios de Spainsif podrán disfrutar de descuentos.

- El 20% de las tasas de inscripción serán abonadas a Spainsif en el caso de que los alumnos se hayan inscrito por la web de Spainsif. (Este punto puede ser valorable, si entra en conflicto con nuestra política).
- RI Fundamentals tiene un precio de 350 euros.

Portal de formación ISR en la web Spainsif

A partir de esta posible colaboración, se ha planteado desarrollar un portal de formación en la web de Spainsif. Este portal tiene el objetivo de dar visibilidad y promoción a las iniciativas de formación ISR de los asociados y colaboradores de Spainsif.

Este portal además va a servir para generar valor a aquellos asociados que apoyan la inversión sostenible y responsable formando a las personas interesadas en esta filosofía de inversión. El portal incluirá la información básica de cada curso y la posibilidad de inscribirse a partir de un enlace a la web del asociado o colaborador.

Por último, esta iniciativa se puede incluir dentro de las buenas prácticas que Spainsif realiza con respecto a su colaboración con el Plan de Educación Financiera de la CNMV y Banco de España.

MARKETING AGREEMENT TO PROMOTE PRI ACADEMY COURSES

DATE: 29th March 2018

PARTIES

1. **SpainSIF**, a Spanish no-profit Forum of Socially Responsible Investment located at C / Serrano 240 - Planta 5ª 28016, Madrid (**'SpainSIF'**).
2. The PRI Academy, a division of PRI Enterprises, a wholly owned subsidiary of PRI Association; Company number 8763071. Registered address: 5th Floor, 25 Camperdown St, London E1 8DZ United Kingdom (**'PRI Academy'**).

BACKGROUND

- A. SpainSIF, by agreement with PRI Academy has the (non-exclusive) right to promote online training curriculums hosted by the PRI Academy ('the Courses').
- B. SpainSIF, by agreement will work together on a Spanish translation of RI Fundamentals ('RIF').
- C. PRI Academy is the PRI Association's education division, providing online training in responsible and sustainable investment around the world.
- D. PRI Academy and SpainSIF wish to promote the courses and create a Spanish course for a range of potential customers in Spain.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement, unless the context requires otherwise.

'Agreement' means this Agreement including its Schedules.

'Business Day' means a day on which banks are open for retail banking business in the United Kingdom other than a Saturday or Sunday, unless otherwise agreed by the Parties.

'Business Hours' means the hours between 8.30am and 5.30pm on a Business Day;

'Commencement Date' means the date this Agreement is entered by the Parties in accordance with the date cited above.

'Confidential Information' means all information in any way relating to a Party or the business of that Party which is or has been disclosed (whether in writing, orally or by any other means and whether directly or indirectly) to or otherwise ascertained by the other Party or its officers, representatives, employees or advisers, including without limitation:

- (a) marketing and technical information;
- (b) customer, supplier, sales and receivables information;
- (c) the processes, mechanisms and methodologies used by the Party in its business;

(d) all financial information relating to that Party

‘Courses’ means one or more of the online training courses hosted by the PRI Academy and owned by PRI ACADEMY;

‘Course Fees’ means the fees payable by a customer for the courses, reflecting the fees set out in Schedule A;

‘Customer’ means a person or corporation who pays Course Fees to PRI ACADEMY in respect of the Courses;

‘Initial Term’ means the period of six (6) months commencing on the Commencement Date;

‘Intellectual Property’ means copyright, trademarks, inventions, patents, confidentiality, designs and any registrations and all moral rights;

‘Parties’ means PRI ACADEMY and Spainsif and ‘Party’ means either of them;

‘Products’ means training materials covering similar topics to those in the Courses;

‘SpainSIF Introduction Fee’ means SpainSIF Introduction Fee payable by PRI ACADEMY to SpainSIF, in accordance with the terms of this Agreement;

‘SpainSIF Relationship Manager’ means the individual(s) within SpainSIF who hold responsibility for the relationship with PRI ACADEMY as identified in Schedule A;

‘PRI ACADEMY Relationship Manager’ means the individual(s) within PRI ACADEMY who hold responsibility for the relationship with SpainSIF, as identified in Schedule A;

‘Schedule’ means the attachment detailing rights and obligations of the Parties which forms part of this Agreement;

‘Technical Support’ means support provided by PRI ACADEMY to customers as defined in Schedule A;

‘Term’ means the initial term and any period for which this Agreement continues after the Initial Term, in accordance with clause 2.3;

‘Territory’ means the target markets and jurisdictions (and relevant activities) as detailed in Schedule A, impacting how SpainSIF may promote the courses.

1.2. Interpretation

In this Agreement unless the context requires otherwise:

- a) the singular includes the plural and vice versa;
- b) a gender includes the other genders;
- c) the headings are used for convenience only and do not affect the

interpretation of this Agreement;

- d) a reference to a document includes the document as modified from time to time and any document replacing it;
- e) a reference to a Business Day means a day on which the banks are open for retail banking business in the United Kingdom other than a Saturday or Sunday. If anything needs to be done on a day which is not a Business Day, then it will be actioned on the immediate following Business Day;
- f) the word 'Person' includes a natural person and any body or entity whether incorporated or not;
- g) the words 'in writing' include any communication sent by letter, facsimile transmission or e-mail or other computer communication;
- h) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed. ('Defunct body'), means the agency or body which performs most closely the functions of the defunct body;
- i) the word 'consent' or 'approval' means written consent or approval unless stated otherwise;
- j) this Agreement must not be construed against a Party merely because that Party holds carriage of drafting this Agreement.

2. APPOINTMENT AND TERM

2.1. Appointment of SpainSIF

PRI ACADEMY appoints SpainSIF to promote, market and assist in the distribution of the courses, in accordance with the terms of this Agreement.

2.2. Initial Term

This Agreement begins on the 'Commencement Date' and continues for the Initial Term subject to this Agreement and any revision undertaken by the Parties. The Parties will review the operation of this Agreement at the end of three (3) months, after the Commencement date and at the completion of the Initial Term. Any adjustments to the terms of this Agreement will be agreed between the Parties and communicated in writing.

2.3. Extension to Initial Term

If the Parties have not terminated this Agreement after the Initial Term, this Agreement will continue until terminated in accordance with clause 8.

3. RELATIONSHIP

3.1. Procedure for Particular Engagement by SpainSIF

SpainSIF will not promote the courses for sale at a price different than that agreed to by

PRI ACADEMY. Agreement may be through informal email communication with clear agreement by both Parties.

3.2. Exclusivity

The Parties acknowledge:

- a) the appointment of SpainSIF as a “general” promoter of the courses for the Initial Term;
- b) PRI ACADEMY may appoint other organisations to promote the courses within the territory at any time; and
- c) PRI ACADEMY may promote and sell the Courses within the territory at any time

SpainSIF will not enter into any agreement with any other organisation for provision of products substantially similar to the courses, without the written consent of PRI ACADEMY, with such consent not being unreasonably withheld.

3.3. Relationship Management

PRI ACADEMY and SpainSIF will each nominate a Relationship Manager(s) and establish joint relationship management meetings at a mutually convenient time to review promotion activities and the operation of this Agreement.

SpainSIF has appointed XXXXXX at C/Serrano 240- Planta 5a, 2016, Madrid. In that role, SpainSIF will appoint a Relationship Manager to support promotion, sales and support as defined in this Agreement.

3.4. Marketing Plan

PRI ACADEMY and SpainSIF will work together to promote the Courses. This will be supported by a marketing and communications plan agreed to by the Parties. The Parties intend to engage in promotional activity consistent with SpainSIF’s market positioning as a financial advisor industry body in Spain.

This plan may include (for example):

- Media releases and news articles
- Website representation (including portals to monitor traffic)
- Placement of courses on SpainSIF ‘s Learning Management System
- Information in member newsletters or other communiques
- Specific referrals, client and / or target meetings
- Sponsorship, conferences, seminars, webinars and meeting participation
- Any other activities agreed to by the Parties

4. ENROLMENT & FEES

4.1. Enrolment

Coupon codes will be dispersed to serve the purpose of the Agreement. Where SpainSIF membership discounts are applicable (in accordance with this clause and Schedule A), the PRI ACADEMY Relationship Manager(s) will ensure this is communicated to the SpainSIF Relationship Manager prior to the operation of clauses 4.2, 4.3 and 4.4.

4.2. Invoicing and Payment of Course Fees

PRI ACADEMY will invoice the customer for the course fees. Course fees will be calculated in accordance with Schedule A.

4.3. Course Access

Enrolment and access to the courses will not be provided until payment to PRI ACADEMY has been received from a customer.

4.4. Payment of Spainsif Introduction Fees to the PRI ACADEMY

As long as this Agreement has not been terminated in accordance with clause 8, rights to the SpainSIF Introduction Fee will arise following:

- a) the payment of course fees by customers who register through the SpainSIF Learning Management System (LMS) from Spain.
- b) introductions by SpainSIF materially contribute to and lead directly to enrolments in the course. The provision of introductions by SpainSIF that materially contribute and lead directly to enrolments in the course(s) will typically be evidenced by coupon codes and where the decision to purchase has been communicated by a customer to SpainSIF (in writing or via the co-branded website portal – e.g. sneak preview request or enrolment form) and can be evidenced by PRI ACADEMY.

To avoid ambiguity, the Parties (including their respective Relationship Managers) undertake to work together on a good faith basis to determine protocols for establishing SpainSIF rights to the Introduction Fee.

This will cover protocols for website portal use (where relevant), the use of PRI ACADEMY marketing collateral, involvement of PRI ACADEMY Relationship Manager(s) in the sales process, SpainSIF reporting requirements prior to (or at the time of) all relevant introductions of Customers and any other relevant matters agreed to by the Parties.

- c) On a monthly basis, SpainSIF will show all enrolments in that month directly referable to individuals who register for PRI Academy courses via the SpainSIF LMS. This report will be sent to PRI Academy within seven (7) working days of

the end of each month. PRIA may request to utilise a shared screen tool (ie webinar, business Skype, etc.) to participate in the processing of the report as there is no viable current mechanism for PRIA to have administrator access to the SpainSIF LMS.

The monthly report will also indicate the SpainSIF Introduction Fee due and payable. Such fees are calculated in accordance with Schedule A. PRI will then present an invoice to PRI ACADEMY for the SpainSIF the full amount minus the Introduction Fee.

5. CONFIDENTIAL INFORMATION

5.1. Nature of Confidential Information

The Parties acknowledge that the Confidential Information is confidential and proprietary to each Party and its disclosure could cause loss or damage.

5.2. Use of Confidential Information

The Parties must not use, copy or cause to be copied any Confidential Information for any purpose except as required for it to perform this Agreement.

5.3. Exceptions

The covenants contained in this clause continue indefinitely and will survive termination of this Agreement but will not apply to:

- a) any information which is in the public domain other than as a result of a breach of this Agreement; and
- b) any information which a Party is required to disclose by law or the legally binding order of any body acting within its powers.

5.4. Agreement Confidential

The Terms of this Agreement are confidential. A Party must not disclose any part of its contents to any third person without the other Party's prior written consent.

6. INTELLECTUAL PROPERTY

The Parties acknowledge that the courses are the Intellectual Property of PRI ACADEMY and that no Intellectual Property Rights are transferred by this Agreement.

PRIA is entitled to all information collected in the processing of new customers to include name, title, address, organisation, amount paid, amount discounted, etc.

7. IMPLIED WARRANTY

Any condition or warranty which would otherwise be implied in this agreement is hereby excluded to the extent permitted by law and to the extent that the exclusion does not apply. PRI ACADEMY's liability will be limited to re-supply, repair or a pro-rata refund of any fees paid or due, as determined by PRI ACADEMY in its sole discretion.

8. TERMINATION

At anytime after the Commencement Date, any Party may terminate this Agreement without cause, on providing 90 days written notice to all Parties.

No Party is liable for any consequential losses suffered (including without limitation, loss or profit, business interruption or indirect costs) by another Party that may arise as a consequence of the termination of this Agreement.

All specific data collected for PRIA courses must be removed from the SpainSIF and other data collection systems and moved to PRIA upon termination of the agreement.

9. DISPUTE RESOLUTION

9.1. Dispute

If any dispute arises out of or in connection with this Agreement ("The dispute") neither Party may commence any court proceedings unless the Parties to the dispute have complied with the following paragraphs of this clause, except where a Party seeks urgent interlocutory relief.

9.2. Notice of Dispute

A Party claiming that a Dispute has arisen out of or in relation to this Agreement must give written notice ("the Notice") to the other Party to this Agreement specifying the nature of the Dispute. The PRI ACADEMY Relationship Manager(s) and SpainSIF Relationship Manager(s) shall attempt to resolve the Dispute. If the Dispute cannot be resolved by the Relationship Managers within 10 Business Days of the date of the Notice, it must be referred to the Executive Director of each Party (or their delegate as notified in writing to the other Party) for resolution. If the Executive Directors or their delegates are unable to resolve the dispute within 20 Business Days of the date of the Notice, then the Parties must determine a dispute resolution technique in accordance with clause 10.3.

9.3. Dispute Resolution Technique

If the Parties do not agree within 25 Business Days of the date of the notice (or such further period as agreed in writing by them) as to:

- the dispute resolution technique (e.g. expert determination) and procedures to be adopted;
- the timetable for all steps in those procedures; and
- the selection and remuneration of the independent person required for such technique,

The Parties must mediate the Dispute in accordance with UK Arbitration practices. In the event of this being required, an arbitrator will be appointed by the UK Chartered Institute of Arbitrators (www.ciarb.org).

10. GENERAL

10.1. Entire Agreement

This Agreement contains the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes all prior communications between the Parties.

Each Party acknowledges that, except as expressly stated in this Agreement, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Agreement.

10.2. Employees and Contractors

During the Term of this Agreement, neither Party will solicit for employment, either directly or indirectly, an employee of the other Party.

10.3. No Waiver

A failure, delay, relation or indulgence by a Party in exercise of any power or right conferred on the party by this Agreement, does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Agreement. A waiver of a breach does not operate as a waiver of any other breach. Time is of the essence.

10.4. Severability

If any provision of this Agreement is, or becomes, wholly or partly invalid or unenforceable, then from the date of the invalidity or unenforceability, if the offending provision can be read down to make it valid and enforceable without materially changing its effect, it must be read down to the extent necessary to achieve that result.

In any other case, the offending provision must be severed from this Agreement and the remaining provisions will operate as if the severed provision had not been included.

10.5. Successors and Assigns

This Agreement binds and benefits the Parties and their respective successors and permitted assigns.

10.6. No Assignment

A Party cannot assign or otherwise transfer the benefit of this Agreement without the prior written consent of the other Party.

10.7. No Variation

This Agreement cannot be amended or varied except in writing signed by the Parties.

10.8. Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Agreement.

10.9. Counterparts

If this Agreement consists of a number of counterparts, each is an original and all of the counterparts together constitute the same document.

10.10. Conflicting Provisions

If there is any conflict between the main body of this Agreement and any schedules comprising it, then the provisions of the main body of this Agreement prevail.

10.11. Notices

Any notice or other communication to or by a party to this Agreement:

- a) may be given by personal service, post, facsimile or email as appropriate and agreed to by the Parties;
- b) must be in writing, legible and in English addressed as shown below:
 - i. If to **PRI ACADEMY**, to the PRI ACADEMY Relationship Manager(s) identified in Schedule A, as modified from time to time;
 - ii. If to **SpainSIF**, to the SpainSIF Relationship Manager(s) identified in Schedule A, as modified from time to time.
- c) is deemed to be given by the sender and received by the addressee:
 - i. if delivered in person, when delivered to the addressee;
 - ii. if posted, two Business Days (or six, if addressed outside the United Kingdom) after the date of posting to the addressee whether delivered or not; or
 - iii. if sent by facsimile transmission, on the date shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause
 - iv. if sent by email, when acknowledged by the addressee or within a reasonable period of time agreed to by the Parties

If the delivery or receipt in respect of i, ii, or iii is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is deemed to have been received at 9.00am on the next Business Day.

10.12. Non-Merger

A term or condition of, or act done in connection with, this Agreement does not operate as a merger of any of the rights or remedies of the Parties under this Agreement and those rights and remedies continue unchanged. Each term of this Agreement that has not been carried into effect at the termination of this Agreement survives the termination.

10.13. Right of Set-Off

Unless this Agreement expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

10.14. Further Assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must comply and execute all documents which are reasonably necessary to give full effect to this Agreement.

10.15. Consents and Approvals

Where anything depends on the consent or approval of a Party, then, unless this Agreement provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

10.16. Governing Law and Jurisdiction

This Agreement is governed by and must be construed in accordance with the laws of the United Kingdom. The Parties submit to the non-exclusive jurisdiction of the Courts of the United Kingdom in respect of all matters or things arising out of this Agreement.

10.17. Relationship between the Parties

In performing its duties and obligations under this Agreement, SpainSIF is at all times an independent contractor. SpainSIF agrees at no time to expressly or impliedly bind, attempt to bind or purport to bind PRI ACADEMY in any way, nor shall SpainSIF represent to any party that it is an employee, servant or agent of PRI ACADEMY.

10.18. No Partnership, No Agency

Nothing in this Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary between the Parties:

- a) SpainSIF is not the agent of PRI ACADEMY and must not hold itself out as the agent of PRI ACADEMY in its dealings with third parties;
- b) SpainSIF must not incur any obligation or make any promise, undertaking, warranty or representation on behalf of PRI ACADEMY, except with the prior written consent of PRI ACADEMY.

10.19. SpainSIF responsible for its own Income Tax

SpainSIF acknowledges that it shall be solely responsible for the payment of its own income tax (if required) and consents to PRI ACADEMY furnishing (as required) Her Majesty's Revenue & Customs (HMRC) with SpainSIF's name, address and any details of payment made to it by PRI ACADEMY (if so requested).

10.20. Stamp Duty

All stamp duty (including fines and penalties, if any) payable in respect of this Agreement must be borne by the Parties as required.

EXECUTED as an Agreement

SIGNED for and on behalf of)

PRI ACADEMY)

in the presence of:)

)

.....
Signature of Witness

.....
Signature of Authorised Person

.....
Name of Witness (Print Name)

.....
Name of Authorised Person

.....
Date

SIGNED for and on behalf of)

SpainSIF)

in the presence of:)

)

)

.....
Signature of Witness

.....
Signature of Authorised Person

.....
Name of Witness (Print Name)

.....
Name of Authorised Person

.....
Date

SCHEDULE 'A'

1. Fees

Course Fees are based on the particular Courses subscribed to, types of Customers and the number of enrolments (as outlined in the table below):

	Price per Customer 12-month access
RI Fundamentals	€350
RI Essentials	€880
Enhanced Financial Analysis	€880
SRI for Trustees	€145
NGO / student discount	30% off base price
Volume based discounts for MMI members in groups of 10+	10+: 15% 30+: 20% 50+: 30% 100+: 40%

The SpainSIF Introduction Fee will be 20% of the Course Fees actually charged to the Customer (and directly referable to the enrolment of individuals in Spain in accordance with clause 2 below). The appropriateness of this fee will be reviewed annually in accordance with the terms of this Agreement.

If agreed to by the Parties, the SpainSIF Introduction Fee may move to a higher % rate, subject to sales revenue, SpainSIF's contribution to sales revenue, overall market traction in the Spain and other PRI Academy business model imperatives. The appropriateness of this fee will be reviewed annually in accordance with the terms of this Agreement.

2. Territory and activities

The Parties may agree in writing to limit, extend, prioritise or otherwise redefine jurisdictional boundaries, the scope of target markets and /or the nature of any activities conducted, in accordance with the terms of this Agreement.

3. Relationship Managers

PRI ACADEMY:

Name: Terry Thornton

Address: Level 5, 25 Camperdown St, London E1 8DZ, United Kingdom

Telephone:

Fax: [insert] +1 (240) 994 1562

E-Mail: terry.thornton@unpri.org

SpainSIF:

Name:

Address: C/Serrano 240- Planta 5a, 2016, Madrid

Telephone:

Email:

4. Technical Support

PRI ACADEMY will provide technical support for issues such as course login details and access to marketing collateral etc, and will work with nominated personnel from organisations (enrolling multiple Customers).

SCHEDULE 'B'

1. A Spanish translation of RI Fundamentals

Spainsif and PRI Academy will collaborate to create this new course.

2. Spainsif's role and responsibility

To provide the translations

3. PRI Academy's role and responsibility

To use the translation to develop and launch a Spanish translation of RI Fundamentals

4. Co branding

PRI Academy will incorporate Spainsif's logo into the new course, the certificate of completion, and in marketing materials for the course.