

## Associate Agreement Training / Business Confidential

**This Agreement** made this [enter today`s date] by and between DatabaseVisions,Inc, an VA corporation, having offices at 4048 Hunt Rd Suite 100 Fairfax, Va 22032 (hereinafter referred to as "DatabaseVisions", or "Contractor") and [enter your name] (hereinafter referred to as "Associate" or "Team Member").

### *WITNESSETH*

**WHEREAS**, DatabaseVisions is a Small Business, Systems Integrator having partner agreements with different commercial entities and federal agencies.

**WHEREAS**, DatabaseVisions supports various federal programs, and as an Oracle Partner Network [OPN] member seeks to mature such programs by including non-paid, associates within its OPN Training Program for future hiring objectives.

**NOW, THEREFORE**, in consideration of the premises, promises, and covenants contained herein, it is mutually agreed as follows:

### *ARTICLE I*

#### *TRAINING & EDUCATION*

**SECTION 1.1 TEAM MEMBER'S RESPONSIBILITIES.** During the term of this Agreement, Team Member will:

- a. Dutifully use Contractor OPN training materials to specialize and certify in an OPN Specialized concentration.
- b. Consider, without obligation, the opportunity to be a Contractor Specialized staff member, given an appropriate work opportunity.

**SECTION 1.2 CONFLICT OF INTEREST.** Team Member retains marketplace freedom to pursue best employment opportunity for their personal objectives.

Team Member understands, that having been introduced to Contractor during a job interview, this Associate Training Agreement exists in gratitude for such interview, and in hope of future work opportunities.

## **SECTION 1.3 EXCLUSIVENESS**

Team Member agrees to enforce existing 'Exclusivity Agreements' established between Contractor and Team Member.

## **SECTION 1.4 DEFINITION OF OPN TRAINING MATERIALS**

DBV uses the OPN Training Portal for online, independent, self-study and certification. The OPN Training Portal provides Specialized training for different Oracle Family Products and provides Certification Tests for participants to achieve personal recognition. OPN Training is based on staff choosing a `Guided Learning Path` that leads to a SPECIALIZATION. Having an OPN Specialized Certification is formal recognition for accomplishing a passing-grade on a skills assessment test.

## **ARTICLE II**

### **TERMINATION**

**SECTION 2.1 TERMINATION.** This Agreement and all rights, and obligations, will cease and terminate upon the first to occur of any of the following events:

- a. Written notification of cancellation from Contractor to Team Member.
- b. Written notification of cancellation from Team Member to Contractor.
- c. Failure of Team Member to perform training satisfactorily or perform any of the covenants or conditions under this Agreement; or
- d. Upon mutual agreement of the parties; or
- e. Upon the expiration of two years from the effective date of this Agreement; provided that Team Member has not been declared an employee of Contractor.

## **ARTICLE III**

### **MISCELLANEOUS**

**SECTION 3.1 PUBLICITY.** No publicity or advertising will be released by Team Member in connection with this Agreement without the prior approval of Contractor.

**SECTION 3.2 RELATION OF THE PARTIES.** It is mutually agreed and understood as follows:

- a. That this Agreement will only relate to the OPN training program.

- b. Team Member will be acting as independent contractor within this Agreement. Further, the employees or agents of one will not be deemed to be employees or agents of the other for any purpose under any federal or state law, including, but not limited to Unemployment Insurance Law, Old Age Benefits Law or Social Security Law, Workman's Compensation Law, or under Internal Revenue or War Tax Legislation, or under any industrial law or otherwise.

**SECTION 3.3 FORCE MAJEURE.** Neither party will be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; or other causes beyond the control of such party.

**SECTION 3.4 HOLD HARMLESS.** Each party will indemnify and hold harmless the other party against third party claims for losses, expenses, damages, and liability of any nature whatsoever, including court costs and reasonable attorney's fees, as a result, or arising out of their respective performance under this Agreement. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER IN AN ACTION IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, ARISING FROM THE PURPOSES FOR WHICH THIS AGREEMENT WAS ENTERED INTO.

**SECTION 3.5 COMPLIANCE.** Each party will comply with all OPN policies, applicable federal, state or local laws, regulations or ordinances in effect or hereafter adopted.

**SECTION 3.6 ASSIGNMENT.** Neither party will assign, sell, transfer, or in any way encumber its interest under this Agreement without first obtaining the prior written consent of the other party.

### **Point of Contact for Agreement Questions**

**To Contractor:**

**To Associate Member:**

**DatabaseVisions, Inc.**  
**4048 Hunt Rd Suite 100**  
**Fairfax, Virginia 22032**  
**Eric Schmidt, President**

703-855-7260 (w)

Phone:

[ericts@databasevisions.com](mailto:ericts@databasevisions.com)

E-mail Address:

**SECTION 3.7 GOVERNING LAW.** The parties to this Agreement hereby consent and agree to the personal jurisdiction of any state or federal court of competent jurisdiction located within the Commonwealth of Virginia with respect to any claim or cause of action arising out of this Agreement and waive any defense or objection to the exercise of personal jurisdiction by any such court. The parties to this Agreement also consent and agree that this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

**SECTION 3.8 ENTIRE AGREEMENT.** This Agreement will become effective on the date and year first above written and will be binding upon the parties hereto and their respective assigns. This Agreement represents the entire agreement and no other understandings which modify the terms and conditions hereof will be binding unless made in writing and executed by the parties hereto.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the day and year first above written.

**TEAM MEMBER**

**CONTRACTOR**

***DatabaseVisions***

**By:**  
**Name:**  
**Title:**  
**Date:**

**By:**  
**Name:** Eric Schmidt  
**Title:** President  
**Date:**