TRAINING SERVICES AGREEMENT

Vj ku"Vtckpkpi "Ugtxkegu'Ci tggo gpv."*j gtgchvgt"tghgttgf "vq"cu"õCi tggo gpvö+"ku'gpvgtgf "kpvq"cu"qh'vj ku"37^{vj} "f c{"qh" February.."4243'd{"cpf "dgw ggp'**I ŋþdcrl'Dwukpguu'Uqnwvkqpu.'Kpe0**"*j gtgchvgt'tghgttgf "vq"cu"õI DUK6+."c'Hŋtkf c" eqtrqtcvkqp'y kj "qhhkeu'cv'4622'Y 0'O kej ki cp'Cxgpwg."Uvg0%6.'Rgpuceqnc.'HN"54748'cpf "vj g**'Eky{ 'qh'Rgo dtqmg'' Rkpgu'**'*j gtgchvgt'tghgttgf "vq"cu"õEWUVQO GTö+."c'o wpkekrcl'eqtrqtcvkqp'qh'vj g'Uvcvg'qh'Hŋtkf c'j cxkpi "ku" rtkpekrcl'r ŋceg'qh'dwukpguu'cv"823'Eky{ 'Egpvgt"Y c{.'Rgo dtqmg'Rkpgu."HN"552470'I DUK'cpf "EWUVQO GT" eqnnevkxgn{ "tghgttgf "vq"j gtgchvgt"cu"õRctvkguö0'

"

Y j gtgcu'vj gtg "ku"c"pcvkqpcn'uj qtvci g"cpf "etkuku'o qwpvkpi "hqt"c"umknngf "cpf "swcnkhkgf "y qtmhqteg"kp"vj g"hkgnf "qh' E{dgt"Ugewtkv{="

"

Y j gtgcu'vj g"EWUVQO GT "uwr rqtvu"vj g"xkukqp'qh"c"xkdtcpv"geqpqo {"y kj "c"vgej pkecn{"umknngf "cpf "gf wecvgf " y qtmhqteg"cwtcevkpi "kpf wuvt{"vq'rtqrgn'vj g"EWUVQO GTøu"geqpqo ke"cpf "y qtmhqteg'f gxgnqro gpv="

"

Y j gtgcu'vj g"EWUVQO GT "j cu"uvchh'f gf kecvgf "vq"vj g"f gxgnqro gpv'qh'e{dgt"gf wecvkqp="rtqxkf gu"rtqhguukqpcn' ngctpkpi "qr rqtwpk\kgu"cetquu"ku"Ej ctvgt"Uej qqnu"*õUej qqnö+="eqpf wevu"Ectggt"Vgej pkecn'Gf wecvkqp'rtqi tco " qrgtcvkqpu="cpf "uwr rqtv"Uekgpeg"Vgej pqnqi {"Gpi kpggtkpi "O cvj "*UVGO +'gf wecvkqp'cpf "ectggt"r cvj y c{u="

"

Y j gtgcu'I DUK'j cu"gzrgtvkug"kp"e{dgt."eqo r wgt"uekgpeg."cpf "UVGO "gf wecvkqp."cu"gzj kdkgf "d{ "vj g"f gxgnqro gpv" qh'c"tqdwuv'nkdtct{ "qh'ewttkewn."j cpf u/qp'rtqhguukqpcn'f gxgnqro gpv'o qf gn'cpf "kphqto cn'gf wecvkqp'r tqi tco u="

"

Y j gtgcu'I DUK'y qwnf "nkmg'vq'rtqo qvg'ku'ewttkewn'tguqwtegu.'r tqhguukqpcn'f gxgnqro gpv'ugtxkegu.'cpf "kphqto cn' gf wecvkqpcn'r tqi tco u'hqt"vgcej gtu'cpf "uwf gpu'kp'vj g'Uej qqn="

"

Wr qp"ceegr vcpeg'qh'vj ku'Ci tggo gpv."cpf "r c{o gpv'qh'vj g'vtckpkpi "ugtxkegu'hgg.'cpf "f wtkpi "vj g'vgto "qh'vj ku" Ci tggo gpv.'I DUK'cpf "EWUVQO GT'j gtgvq'ci tgg"cu"hqmqy u<'

"

30 Fwtcvkqp"qh'Ci tggo gpv"
    Vj g"vgto "qh'vj ku'Ci tggo gpv'uj cnl'dg"htqo "**Lwn{ '3^{uv}.'4243'vq'Lwpg'52^{vj} .'42440**"
    "

40 Ueqrg"qh'Ugtxkegu"
    Vj g"Ueqrg"qh'Ugtxkegu'ku'cwcej gf "j gtgvq"cu'Gzj kdkv'C+'qh'vj ku'Ci tggo gpv'cpf "d{"vj ku'tghgtgpeg."kpeqtrqtcvgf " j gtgkp0'
    "

50 Ewttkewnvo "Nkegpug"Ci tggo gpv"
    Vj g"Ewttkewnvo "Nkegpug"Ci tggo gpv'ku'cwcej gf "j gtgvq"cu'Gzj kdkv'D+'qh'vj ku'Ci tggo gpv'cpf "d{"vj ku'tghgtgpeg." kpeqtrqtcvgf "j gtgkp0'
    "

60 CEEGNGVTCKPÌ "Nkegpug"Ci tggo gpv"
    Vj g'CEEGNGVTCKPÌ "Nkegpug"Ci tggo gpv'ku'cwcej gf "j gtgvq"cu'Gzj kdkv'E+'qh'vj ku'Ci tggo gpv'cpf "d{"vj ku" tghgtgpeg.'kpeqtrqtcvgf "j gtgkp0'
    "

70 Rtkeg"
    Vj g"Rtkeg'hqt"vj g"i qqf "cpf "ugtxkegu'vj cv"ctg"vj g"uwdlgev'qh'vj ku"Ci tggo gpv'ctg"cwcej gf "j gtgvq"cu'Gzj kdkv'F +" *S wqvgRDR2335"qh'vj ku'Ci tggo gpv'cpf "d{"vj ku'tghgtgpeg"kpeqtrqtcvgf "j gtgkp0"
    "
    "
    "

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80 <u>Rc{o gpv</u>

   c+ EWUVQO GT''uj cm'tgo kv'r c{o gpvu'f ktgevn{''vq'I DUK'cv"4622''Y 0'O kej ki cp'Cxg0''Uwkg'6''Rgpuceqnc.''HN'''
547480''

   d+ Ki''cr r ikecdng.''EWUVQO GT''UJ CNN''RC[''I DUK''kp''ceeqtf cpeg'y kj ''vj g'r c{o gpv'uej gf wrg''qwwkpgf ''kp''vj g'
Ueqr g''qh''Ugtxkegu''cwcej o gpv0''

      c0 I DUK'y km'ugpf ''EWUVQO GT''cp''kpxqkeg''hqt''hggu''cpf ''gzr gpugu''wr qp''vj g''EWUVQO GT'øu''
ceegr vcpeg''qh'i qqf u''cpf ''ugtxkegu0''Rc{o gpv'ku''f wg''y kj ki tv{''*52+''f c{u''chvgt''vj g''f cvg''qh''vj g''
EWUVQO GT'øu''ceegr vcpeg''qh''vj g''i qqf u''cpf ''ugtxkegu0'Ncvg''r c{o gpv'u+'y km'dg''uwdlgev'vq''
kpvgtguv'ej cti gu'qh''307''r gt''o qpvj ''qp''vj g''wpr ckf ''dcncpeg''qt''uwej ''tcvg''cu''o c{''dg''tgs wktgf ''d{''
cr r ikecdng''ncy 0''

      d0 Vj g''ewttgpe{''qh''ceeqwpv''cpf ''vj g''ewttgpe{''qh''r c{o gpv'hqt''cp{''uwo ''vq''dg''r ckf ''d{''EWUVQO GT''
vq''I DUK'y km'dg''WU'F qmctu0''

      e0 Kp''cf f kvkqp''vq''cp{''qvj gt''tki j v'qt''tgo gf {''r tqxkf gf ''d{''ncy .''kh''EWUVQO GT''f ghcwnu''qp''cp{''
r c{o gpv'chvgt''vj g''f wg''f cvg.'I DUK'j cu''vj g''qr vkqp''vq''vtgcv'uwej ''hcknwtg''vq''r c{''cu''c''o cvgtkcn'dtgcej ''
qh''vj g''Ci tggo gpv''cpf ''o c{''ceegm'qy tgo gf kgu''cu''f guetkdgf ''dgmy ''wpf gt''õF kur wug''Tguqnwkqp0ö''

   e+ Cm''r c{o wu''uj cm'dg''i qxgtpgf ''d{''vj g''Nqecm'I qxgtpo gpv'Rtqo r v''Rc{o gpv'Cev.''cu''ugv'hqtj ''kp''Rctv''XKK''
Ej cr vgt''43: .''Hmqtkf c''Uvcwwgu0''

      ''

90 <u>Nko kcvkqpu''qp''Cwj qtkv{</u>''

   Kp''r gthqto kpi ''vj gug''ugtxkegu.''I DUK'uj cm'dg''cp''kpf gr gpf gpv'eqpvtcevqt.''pqv'cp''go r mq{gg''qt''ci gpv'qh''
EWUVQO GT0'P gkj gt''EWUVQO GT''pqt'I DUK'uj cm'j cxg''vj g''tki j v''qt''cwj qtkv{''vq''o cmg''qt''wpf gtvcmg''cp{''
r tqo kug.''y cttcpv{.''qt''tgr tgugpvcvkqp.''vq''gzgewvg''cp{''eqpvtcev.''qt''qvj gt'y kug''vq''cuuwo g''cp{''qdnki cvkqp''qt''
tgur qpukdknkv{''kp''vj g''pco g''qt''qp''dgj cm'qh''vj g''qvj gt''wprguu''r gekhkecm{'cwj qtk| gf ''kp''y tkkpi ''d{''cp''cwj qtk| gf ''
qhhkekcn'qh''vj g''qvj gt''r ctv{0''

: 0 <u>Vgto kpcvkqp''hqt''Eqpxgpkgpeg<</u>'Vj ku''Ci tggo gpv'o c{''dg''vgto kpcvgf ''d{''EWUVQO GT''hqt''eqpxgpkgpeg.''wr qp''
vj tgg''*5+''dwukpguu''f c{u''qh''y tkwgp''pqvkeg''d{''vj g''EWUVQO GT''vq''I DUK'hqt''uwej ''vgto kpcvkqp''kp''y j kej ''gxgpv''
I DUK'uj cm'dg''r ckf ''ku''eqo r gpucvkqp''hqt''ugtxkegu'r gthqto gf ''vq''vgto kpcvkqp''f cvg.''kpenwf kpi ''ugtxkegu'tgcuqpcdn{''
tgncvgf ''vq''vgto kpcvkqp0''Kp''vj g''gxgpv''vj cv'I DUK'cdcpf qpu''vj ku''Ci tggo gpv'qt''ecwugu''kv'vq''dg''vgto kpcvgf .''I DUK''
uj cm'kpf go pkh{''EWUVQO GT''ci ckpuv''mquu'r gtvckpkpi ''vq''vj ku''vgto kpcvkqp0''

   F ghcwm'd{''I DUK''Kp''cf f kvkqp''vq''cm'qvj gt''tgo gf kgu'cxckncdng''vq''EWUVQO GT.''vj ku''Ci tggo gpv'uj cm'dg''uwdlgev''
vq''ecpegmcvkqp''d{''EWUVQO GT''hqt''ecwug.''uj qwnf ''I DUK'pgi ngev'qt''hckn'vq''r gthqto ''qt''qdugtxg''cp{''qh''vj g''vgto u.''
r tqxkukqpu.''eqpf kvkqpu.''qt''tgs wktgo gpvu''j gtgkp''eqpvckpgf .''kh''uwej ''pgi ngev'qt''hckmtg''uj cm'eqpvkpwg''hqt''c''r gtkqf ''
qh''vgp''*32+''f c{u''chvgt''tgegkr v'd{''I DUK'qh''y tkwgp''pqvkeg''qh''uwej ''pgi ngev'qt''hckmtg0''

; 0 <u>J qnf ''J cto nguu</u>''

   330ö'''I DUK'uj cm'kpf go pkh{''cpf ''j qnf ''j cto nguu''vj g''EWUVQO GT.''ku''vtwuvggu.''ngegv''cpf ''cr r qkpvgf ''qhhkegtu.''
ci gpvu.''ugtxcpvu.''cuuki pu''cpf ''go r mq{ggu.''htqo ''cpf ''ci ckpuv'cp{''cpf ''cm'encko u.''f go cpf u.''qt''ecwugu''qh''cevkqp''
y j cwuqgxgt.''cpf ''vj g''tguwnkpi ''mquugu.''equvu''gzr gpugu.''tgcuqpcdng''cwqtpg{u)hggu.''kpenwf kpi ''r ctcngi cn'gzr gpugu.''
nkcdknkvkgu.''f co ci gu.''qtf gtu.''lwf i o gpvu.''qt''f ectggu.''uwuvckpgf ''d{''vj g''EWUVQO GT''qt''cp{''vj ktf ''r ctv{''ctkukpi ''qw''

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qh."d{"tgcuqp"qh."qt"tguwnkpi "htqo "I DUK'u'cewu."gttqtu."qt"qo kuukqpu"qt"yj g"hcknwtg"qh'I DUK'vq"vcmg"qw'cpf "
o ckpvckp'kpuwtcpeg"cu'tgswktgf "wpfgt"yj ku'Ci tggo gpv0'
"

33.3 "EWUVQO GT "uj cmkpfgo pkh{'cpf 'j qnf 'j cto nguu'I DUK"ku'twuvggu."gngevgf "cpf 'cr r qkpvgf "qhhkegtu."ci gpvu."
ugtxcpvu."cuuki pu'cpf "go r nq{ggu"htqo "cpf "ci ckpuv'cp{'cpf 'cnl'ckcko u."fgo cpf u."qt"ecwugu'qh'cevkqp'y j cuuqgxgt."
cpf "yj g"tguwnkpi "nquugu."equvu."gzr gpugu."tgcuqpcdng'cwqtpg{u'hggu."kpenwfkpi "r ctcrkcn'gzr gpugu."nkcdkrkvkgu."
f co ci gu."qtfgtu."lwfi o gpvu."qt"f getguu."uuwcakpgf "d{"yj g"EWUVQO GT"qt"cp{'yj ktf "r ctv{"ctkukpi "qw'qh"d{"
tgcuqp"qh"qt"tguwnkpi "htqo "cdwug."pgi ngev."o kuwug"qt"wpkpvgpfgf "wug"qh"gs wkr o gpv."r tqf wevu"qt"ugtxkegu"
r tqxkfgf "d{"I DUK'wpfgt"yj ku'Ci tggo gpv0"
"

33.4 "Wr qp'eqo r ngvkqp"qh'cnl'ugtxkegu."qdnki cvkqpu'cpf "f wkgu'r tqxkfgf "hqt'kp"yj ku'Ci tggo gpv."qt"kp"yj g"gxgpv'qh"
vgto kpcvkqp"qh'yj ku'Ci tggo gpv'hqt'cp{'tgcuqp."yj g"vgto u'cpf "eqpf kkqpu'qh'yj ku'Ugevkqp"uj cmluwtxkxg'kpf ghpkvgn{0'
"

33.5 "EWUVQO GT "tgugtxgu"yj g"tki j v'vq"ugngev'ku'qy p'ngi cml'eqwpugn'vq"eqpf wev'cp{'f ghgpug"kp"cp{ "uwej "
r tqeggf kpi "cpf "cnl'equvu'cpf "hggu'cuuqekcvgf "yj gty kj "uj cmldg"yj g"tgur qpukdkrk{'qh'yj g'EWUVQO GT0'
"

33.6 "P qyj kpi "eqpvckpgf 'j gtgkp'ku'kpvgpf gf "qt"uj cmldg'eqpuvtwgf "vq'y ckxg'EWUVQO GTøu'tki j w'cpf 'ko o wpkkgu"
wpf gt"yj g"eqo o qp"ncy "qt"È98. 04. ."Hqtkfc"Uvcwwgu."cu"o c{'dg"co gpf gf "htqo "vko g"vq"vko g0'
"

33.7 " Kh'cp'kphtkpi go gpv'qh'eqr {tki j v."vtcf go ctm'qt"r cvgpv'tki j v'ekako "d{"cp{'r gtuqp."hkto "qt"eqtr qtcvkqp"ku"
o cf g"ci ckpuv'EWUVQO GT "hqt"cp{'r tqf wev'qt"ugtxkeg'r tqxkfgf "d{'I DUKcpf 'I DUKf gvgto kpgu'yj cv'yj g"ckako "
ku'pqv'xcnkf "qt"uwduvcpvkcvgf."'I DUKci tggu'vq"kpf go pkh{.'f ghgpf."cavg'cpf 'j qnf 'j cto nguu'yj g"EWUVQO GT."ku"
qhhkegtu."ci gpvu'cpf "go r nq{ggu."htqo "cnl'f co ci gu."nkcdkrkvkgu."nquugu."cnako u."hkpgu'cpf "hggu0'Kh'cpf 'kphtkpi go gpv'
qh'eqr {tki j v."vtcf go ctm'qt"r cvgpv'tki j v'd{"EWUVQO GT."ku'qhhkegtu."ci gpvu'cpf "go r nq{ggu'ku'uwduvcpvkcvgf "cpf "
f gvgto kpgf "vq'dg'xcrkf ."yj g'EWUVQO GT'y km'dg'rkcdrg'cpf 'tgur qpukdrg'hqt'cp{'cpf 'cnl'uwku'cpf 'cevkqpu'qh'gxgt{ "
pcm g'cpf 'f guetkr vkqp'yj cv'o c{'dg'dtqwi j v'ci ckpuv'EWUVQO GT."ku'qhhkegtu."ci gpvu'cpf "go r nq{ggu'kp'ceeqwpv'
qh'cp{'ckako u."hggu'tq{cmkgu."qt"equu'hqt'cp{'kphtkpi go gpv'qh'cp{'cpf 'cnl'eqr {tki j vu'qt"r cvgpv'tki j vu'ckako gf "d{"
cp{'r gtuqp."hkto "qt"eqtr qtcvkqp0'
"

34 "Nkcdkrkv{ "'"
"

Vj ku'ugevkqp"uj cml'uwtxkxg'yj g'vgto kpcvkqp'qh'cnl'r gthqto cpeg'qt'qdnki cvkqpu'wpf gt"yj ku'Ci tggo gpv'cpf 'uj cml'dg'
hwm{'dkpf kpi "wpvkn'uwej "vko g"cu'cp{'r tqeggf kpi "dtqwi j v'qp'ceeqwpv'qh'yj ku'Ci tggo gpv'ku'dcttgf "d{'cp{'
cr r rkecdng'uvcwwg'qh'rko kcvkqpu0'
"

c+ D{'EWUVQO GT<'   "EWUVQO GT "ci tggu'vq"dg"hwm{ "tgur qpukdng'wr "vq"yj g"rko ku'qh'Ugevkqp"98. 04. ."
Hqtkfc'Uvcwwgu."hqt'ku'cevu'qh'pgi rki gpeg."qt'ku'go r nq{gguø'cevu'qh'pgi rki gpeg'y j gp'cevkpi 'y kj kp"yj g"ueqr g"
qh'yj gkt'go r nq{o gpv'cpf 'ci tggu'vq"dg"rkcdng'hqt'cp{'f co ci gu'tguwnkpi 'htqo "uckf 'pgi rki gpeg0'EWUVQO GT"
dgeqo gu'yj g'qy pgt'qh'r tqf wevu'r wtej cugf "wpf gt"yj ku'Ci tggo gpv'cpf 'cuuwo gu'tgur qpukdkrk{ "hqt'wug'chvgt'
kpuvcmavkqp."ko r ngo gpvckqp'cpf 'r tqr gt'wuci g'qh'yj qug'r tqf wevu'd{'uwf gpvu'cpf 'yj qug'kp'yj g'go r nq{o gpv'
qh'EWUVQO GT0'
"

d+ D{'I DUK<'   "I DUKci tggu'vq"dg"hwm{ "tgur qpukdng'wr "vq"yj g"rko ku'qh'Ugevkqp"98. 04. ."Hqtkfc"Uvcwwgu."
hqt'ku'cevu'qh'pgi rki gpeg."qt"ku'go r nq{gguø'cevu'qh'pgi rki gpeg'y j gp'cevkpi 'y kj kp"yj g"ueqr g"qh'yj gkt'
go r nq{o gpv'cpf 'ci tggu'vq"dg"rkcdng'hqt'cp{'f co ci gu'tguwnkpi 'htqo "uckf 'pgi rki gpeg0'I DUKuj cml'pqv'dg'
tgur qpukdng'hqt'yj g'pgi rki gpv'qt'o kuwug'qh'r tqf wev'd{'uwf gpvu'qt'yj qug'kp'yj g'go r nq{o gpv'qh'EWUVQO GT0"

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"

350 Kpuwtcpeg<

"

3503" I DUKuj cm'eomp n{'y kj "vj g'hqmqy kpi "kpuwtcpeg'tgswktgo gpvu'vjtqwi jqw'vjg'vgto "qh'vjku'Ci tggo gpv"'

"

3504""I DUKuj cm'pqv'eqo o gpeg"y qtm'wpvkn'kv'jcu'qdvckpgf "cm'kpuwtcpeg'tgswktgf "wpf gt "vjku'r ctci tcr j "cpf "uwej "kpuwtcpeg'j cu'dggp'cr r tqxgf "d{ "vjg'TkumO cpci gt "qh'vjg'EWUVQO GT "pqt "uj cm'I DUK'cmqy "cp{ "uwdeqpvtcevqt "vq'eqo o gpeg"y qtm'qp'cp{ "uwdeqpvtcev'wpvkn'cm'uko knct "uwej "kpuwtcpeg'tgswktgf "qh'vjg' uwdeqpvtcevqr'j cu'dggp'qdvckpgf "cpf "uko knct{ "cr r tqxgf 0'

"

3505" Egtvkhkecvgu" qh" Kpuwtcpeg." tghngevkpi " gxkfgpeg" qh" vjg" tgswktgf " kpuwtcpeg." uj cm" dg" hkngf " y kj " vjg" EWUVQO GTøu"TkumO cpci gr'r tkqt "vq'vjg"eqo o gpego gpv'qh'vjku'Ci tggo gpv0'Rqrkekgu'uj cm'dg" kuuwgf "d{ " eqo r cpkgu'cwj qtk| gf "vq'f q'dwukpguu'wpf gt "vjg"ncy u'qh'vjg"Uvcvg'qh'Hnqtkf c0'Vjg"kpuwtcpeg'eqo r cp{ "uj cm'dg" tcvgf "pq'nguu'vj cp'öCö'cu'vq'o cpci go gpv. 'cpf "pq'nguu'vj cp'öEncuu'XK'ö'cu'vq'hkpcpekcn'uvtgpi j "ceeqtf kpi "vq'vjg" ncvguv'gf kkqp'qh'Dguvøu'Kpuwtcpeg'I wkf g'r wdnkuj gf "d{ "C0O 0'Dguv'Eqo r cp{ 0'

"

3506" Rqrkekgu'uj cm'dg"gpf qtugf "vq'r tqxkf g'vjg'EWUVQO GT "vj ktv{ "*52+'f c{ uø'pqvkeg'qh'ecpegmcvkqp'qr'I DUK' uj cm'dqvckp"y tkvgp'ci tggo gpv'htqo "ku'Ci gpv'vq'r tqxkf g'vjg'EWUVQO GT "vjktv{ "*52+'f c{ uø'pqvkeg'qh' ecpegmcvkqp0""

"

3507" Kpuwtcpeg'uj cm'dg"kp'hqteg"wpvkn'cm'qdnki cvkqpu'tgswktgf "vq'dg"hwhkmgf "wpf gt "vjg'vgto u'qh'vjg'Ci tggo gpv' ctg "ucvkuhcevqrk{ "eqo r ngvgf "cu'gxkfgpegf "d{ "vjg'hqto cn'ceegr vcpeg"d{ "vjg'EWUVQO GT 0'Kp'vjg'gxgpv'vjg" kpuwtcpeg'egtvkhkecvg'r tqxkf gu'kpf kecvgu'vj cv'vjg'kpuwtcpeg'uj cm'vgto kpcvg'cpf "ncr ug'f wtkpi "vjg'r gtkqf "qh'vjku' Ci tggo gpv. 'vj gp'kp'vj cv'gxgpv. 'I DUKuj cm'hwpkuj .'cv'ngcuv'hqtv{-hkxg'*67+'f c{ uø'r tkqt 'vq'vjg'gzr ktcvkqp'qh'vjg'f cvg' qh'uwej "kpuwtcpeg. 'c'tgpgy gf "egtvkhkecvg'qh'kpuwtcpeg'cu'r tqqh'vj cv'gswcn'cpf "rkmg'eqxgtci g'hqt "vjg'dcrcpeg'qh'vjg' r gtkqf "qh'vjg'Ci tggo gpv'cpf "gzvgpukqp'vjgtgwpf gr'ku'kp'ghhgev0'I DUKuj cm'pqv'eqo o gpeg"pqr'eqpvkpwg'vq'r tqxkf g' cp{ "ugtxkegu'r wtuwcpv'vq'vjku'Ci tggo gpv'wpnguu'cm'tgswktgf "kpuwtcpeg'tgo ckpu'kp'hwmn'hqteg'cpf "ghhgev0"I DUK' uj cm'dg"rkcdng'vq'EWUVQO GT "hqt "cp{ "ncr ugu'kp'ugtxkeg'tguwnvkpi "htqo "c'i cr "kp'kpuwtcpeg'eqxgtci g0'

"

3508" TGSWKTGF "KPUWTCPEG"

"

350803" ""Eqo r tgj gpukxg"I gpgtcn'Nkcdkrkv{ "Kpuwtcpeg'y kjkp'qp'cp'qeewttgpeg'dcuku'kpenwf kpi .'dwv'pqv' rko kgf "vq<'eqxgtci g'hqt "dqf kn{ "kplwt{ "cpf "r tqr gtv{ "f co ci g. 'r gtuqpcn'("cf xgtvkukpi "kplwt{ .'r tqf wevu'(" eqo r ngvgf "qr gtcvkqpu. 'cpf "eqpvtcevwcn'rkcdkrkv{ 0'Eqxgtci g"o wuv'dg"y tkvgp'qp'cp'qeewttgpeg'dcuku. 'y kj " rko ku'qh'rkcdkrkv{ "pq'nguu'vj cp<'

"

    30'Gcej "Qeewttgpeg'Nko kv'/"&3.222.222"
    40'Hktg'F co ci g'Nko kv'*F co ci g"vq'tgpvgf "r tgo kugu+/"&322.222"
    50'Rgtuqpcn'("Cf xgtvkukpi "Kplwt{ 'Nko kv'/"&3.222.222"
    60'I gpgtcn'Ci i tgi cvg'Nko kv'/"&4.222.222"
    70'Rtqf wevu'("Eqo r ngvgf "Qr gtcvkqpu'Ci i tgi cvg'Nko kv'/"&4.222.222"

"

Rtqf wevu'("Eqo r ngvgf "Qr gtcvkqpu'Eqxgtci g'uj cm'dg"o ckpvckpgf "hqt "vy q"*4+'{ gctu'chvgt "vjg'hkpcn'r c{ o gpv' wpf gr'vjku'Ci tggo gpv0"

"

Vj g'EWUVQO GT "qh'Rgo dtqmg'Rkpgu'o wuv'dg"uj qy p'cu'cp'cf f kkqpcn'kpuwtgf "y kj "tgur gev'vq'vjku'eqxgtci g0"

"

TRAINING SERVICES AGREEMENT

35.804" Y qtmgtøu" Eqo r gpucvkqp" cpf " Go r nq{gtu" Nkcdknkv{ " Kpuwtcpeg" eqxgtkpi "cnn" go r nq{ggu." cpf lqt "
xqnwpvggtu"qh'I DUK'gpici gf "kp"vj g'r gthqto cpeg"qh'y qtm'cuuqekcvgf "y kij "vj ku'Ci tggo gpv'vj cnn'
dg"o ckpvckpgf "d{'I DUK0'Kp"vj g'ecug"cp{"y qtm'ku'uwdngv.'I DUK'uj cnn'tgs wktg"cnn'uwdeqpvcevqtu'uko knctn{ "vq'
r tqxkf g"Y qtmgtu'Eqo r gpucvkqp"Kpuwtcpeg"hqt "cnn'vj g'nwdwtu'go r nq{ggu'wpnguu'uwej "go r nq{ggu'ctg'eqxgtgf "
d{ "vj g'r tqvgevkqp"chhqtfgf "d{ "I DUK0'Eqxgtci g"hqt "I DUK'cpf "j ku'uwdeqpvcevqtu'uj cnn'dg'kp"ceeqtf cpeg"y kij "
cr r nkecdng"uvcvg"cpf lqt "hgf gtcn'ncy u'vj cv'o c{'cr r n{ "vq"Y qtmgtøu'Eqo r gpucvkqp"Kpuwtcpeg"y kij "nko ku'qh'
nkcdknkv{ "pq"nguu"vj cp<"

30'Y qtmgtøu'Eqo r gpucvkqp<"   "   Eqxgtci g''C''ö''" Uvcwwqt{"
40'Go r nq{gtu'Nkcdknkv{<"''   "   Eqxgtci g''D'''   &722.222'Gcej "Ceekfgpv'
"   "   "   "   "   "   "   "   "   "   &722.222'F kugcug''ö''Rqnke{ "Nko kv'
"   "   "   "   "   "   "   "   "   &722.222'F kugcug''ö''Gcej "Go r nq{gg"
"

Kh'I DUK'encko u'vq'dg'gzgo r v'htqo "vj ku'tgs wktgo gpv.'I DUK'uj cnn'r tqxkf g''EWUVQO GT''r tqqh'qh'uwej "
gzgo r vkqp''cnqpi "y kij "c"y tkwgp"tgs wguv'hqt "EWUVQO GT "vq"gzgo r v'I DUK"y tkwgp"qp"I DUK'
ngwgtj gcf 0'

35.805 "' Eqo r tgj gpukxg'Cwq'Nkcdknkv{ "Kpuwtcpeg'eqxgtkpi "cnn'qy pgf .'pqp/qy pgf "cpf "j ktgf "xgj kengu'wugf "
kp"eqppgevkqp"y kij "vj g'r gthqto cpeg"qh'y qtm'wpf gt "vj ku'Ci tggo gpv.'y kij "c"eqo dkpgf "ukpi ng"nko kv'qh'nkcdknkv{ "
hqt "dqf kn{ "kplwt{ "cpf "r tqr gtv{ "f co ci g"pq"nguu'vj cp<"

30'Cp{ 'Cwq'*'U{o dqn'3+'
"""   '"""   '""'Eqo dkpgf "Ukpi ng"Nko kv'*'Gcej "Ceekfgpv+"''&3.222.222"
40'J ktgf 'Cwqu'*'U{o dqn': +'
""""""   "   "''Eqo dkpgf "Ukpi ng"Nko kv'*'Gcej "Ceekfgpv+"''&3.222.222"
50'P qp/Qy pgf 'Cwqu'*'U{o dqn'; +'
"""""   """""""""""""''Eqo dkpgf "Ukpi ng"Nko kv'*'Gcej "Ceekf gpv+"''&3.222.222"
"

35.806 "' Rtqfguukqpcn'Nkcdknkv{ 'lGttqtu"(" Qo kuukqpu'Kpuwtcpeg.'y j gp'cr r nkecdng.'y kij "c"nko kv'qh'nkcdknkv{ "pq"
nguu'vj cp"&3.222.222'r gt "y tqpi hwn'cev0'Vj ku'eqxgtci g"uj cnn'dg"o ckpvckpgf "hqt "c"r gtkqf "qh'pq"nguu'vj cp"vy q'
*4+'{ gctu'chvgt "hkpcn'r c{o gpv'qh'vj g'eqpvtcev0'

35.807 'E[DGT "NKCDKNKV["kpenwf kpi "P gey qtm'Ugewtkv{ "cpf "Rtkxce{ 'Nkcdknkv{ "y kij "c"nko kv'qh'nkcdknkv{ "qh'pq"
nguu'vj cp"&3.222.222'r gt "nquu0'Eqxgtci g"uj cnn'kpenwf g'nkcdknkv{ "ctkukpi "htqo ö"vj ghv.'f kuugo kpcvkqp"cpf lqt "wug"
qh'eqphkf gpvkcn'lkphqto cvkqp"uvqtgf "qt "vtcpuo kwgf "kp"gngevtqpke'hqto ."wpcwvj qtk{gf "ceeguu'vq."wug"qh"qt "
vco r gtkpi "y kij "eqo r wvgt "u{uvgo u.'kpenwf kpi "j ecmgt'cwcej gf "qt "kpcdknkv{ "qh'cp"cwvj qtk{gf "vj ktf "r ctv{ "vq'i ckp"
ceguu'vq'vj g'ugtxkegu.'kpenwf kpi "f gpkcn'qh'ugtxkeg.'cpf "vj g'kpvtqf wevkqp"qh'c"Eqo r wvgt "xktwu'kpvq."qt "qvj gty kug"
ecwukpi "f co ci g"vq."c"ewuvqo gtøu"qt "vj ktf "r gtuqpøu'eqo r wvgt."eqo r wvgt "u{uvgo ."pgy qtm'qt "uko knct "
eqo r wvgt/tgncvgf "r tqr gtv{ "cpf "vj g'f cvc.'uqhvy ctg'cpf "r tqi tco u'vj gtgqp0'Vj ku'eqxgtci g"uj cnn'dg"o ckpvckpgf "
hqt "c"r gtkqf "qh'pq"nguu'vj cp'vj gg"*5+'{ gctu'chvgt "hkpcn'r c{o gpv'wpf gt "vj ku'Ci tggo gpv0'Vj g'Eki{ "qh'Rgo dtqmg'
Rkpgu'o wuv'dg"uj qy p'cu"cp"cf f kvkqpcn'kpuwtgf "y kij "tgur gev'vq"vj ku'eqxgtci g0'Hwtvj gto qtg."vj g'Eki{ "qh'
Rgo dtqmg'Rkpguø'Cf f kvkqpcl'Kpuwtgf "uvcwwu'uj cnl'gzvgpf "vq'cp{ 'eqxgtci g'dg{qpf "vj g'o kpko wo 'tgs wktgo gpv'
hqt "nko ku'qh'nkcdknkv{ "hqwpf "j gtgkp0'
"

35.808 " Ugzwcl'Cdwug'o c{'pqv'dg'gzenwf gf "htqo "cp{ 'r qnke{ 0'

35.9 "   TGS WKTGF "GP F QTUGO GP VU"

TRAINING SERVICES AGREEMENT

"

3.9.3 "" Vj g"Ekv{"qh"Rgo dtqmg"Rkpgu"uj cn"dg "pco gf "cu"cp"Cf f kkqpcn"Kpuwtgf "qp"gcej "qh"vj g"I gpgtcn"Nkcdkrkv{"r qrkekgu"tgs wktgf "j gtgkp"

3.9.4 "" Y ckxgt"qh"crn"Tki j u"qh"Uwdtqi cvkqp"ci ckpuv"vj g"EWUVQO GT "

3.9.5 "" 52"F c{"P qvkeg"qh"Ecpegmrcvkqp"qt"P qp/Tgpgy cn"vq"vj g"EWUVQO GT "

3.9.6 "" I DUK"u"r qrkekgu"uj cn"dg"Rtko ct{"("P qp/Eqpvtkdwvqt{"

3.9.7 "" Cn'r qrkekgu"uj cn'eqpvckp"c "õugxgtcdkrkv{"qh"kpvgtguvö"qt"õetquu"rkcdkrkv{ö"rkcdkrkv{"encwug"y kej qw"qdrki cvkqp"hqt"r gro kwo "r c{o gpv"qh"vj g"EWUVQO GT "

3.9.8 "" Vj g"Ekv{"qh"Rgo dtqmg"Rkpgu"uj cn'dg"pco gf "cu"c"Nquu"Rc{gg"qp"cn'Rtqr gtv{"cpf kqt"Koncpf "O ctkpg"Rqrkekgu"cu"vj gkt"kpvgtguv"o c{"crr gct0"

"

3.9 "" I DUK"uj cn'pco g"vj g"EWUVQO GT "cu"cp"cf f kkqpcn"kpuwtgf "qp"gcej "qh"vj g"I gpgtcn"Nkcdkrkv{"r qrkekgu"tgs wktgf "j gtgkp"cpf "uj cn'j qrf "vj g"EWUVQO GT "ku"ci gpvu"qhhkegtu"cpf "go r nq{ggu"j cto nguu"qp"ceeqwpv"qh"crno u"hqt"f co ci gu"vq"r gtuqpu"r tqr gtv{"qt"r tgo kugu"ctkukpi "qw"qh"qt"tgncvgf "vq"vj g"ugtxkegu"r tqxkf gf "j gtgwpf gt0"

"

3.; "" Cp{"kpuwtcpeg"tgs wktgu"qh"I DUK"r wtuwcpv"vq"vj ku"Ci tggo gpv"o wuv"cnuq"dg"tgs wktgf "hqt"cp{"cpf "cn'uwdeqpvtcevqtu"kp"vj g"uco g"ko ku"cpf "y kej "crntgs wktgo gpvu"cu"r tqxkf gf "j gtgkp0"kpenwf kpi "pco kpi "vj g"EWUVQO GT "cu"cp"cf f kkqpcn"kpuwtgf ."kp"cp{"y qtn"vj cv"ku"uwdeqpvtcevgf "wpnguu"uwej "uwdeqpvtcevqt"ku"eqxgtgf "d{"vj g"r tqvgevkqp"chhqtf gf "d{"I DUK"cpf "r tqxkf gf "r tqqh"qh"uwej "eqxgtci g"ku"r tqxkf gf "vq"EWUVQO GT 0I DUK"cpf "cp{"uwdeqpvtcevqtu"uj cn'o ckpvckp"uwej "r qrkekgu"f wtkpi "vj g"vgto "qh"vj ku"Ci tggo gpv0"

"

"

360 Eqo r rkcpeg "y kj "Ncy "

K'uj cn'dg"I DUK"u"tgur qpukdkrkv{"vq"dg"cy ctg"qh"cpf "eqo r n{"y kj "cn'uvcwwgu"qtf kpcpeg."twrgu."qtf gtu."tgi wncvkqpu"cpf "tgs wktgo gpvu"qh"cn'nqcn'ekv{."uvcvg"cpf "hgf gtcn'ci gpekgu."cu"crr nkecdrg="ur gekhkecn{"vj g"Iguukec"Nwuhqtf "Cev'ó"Ej cr vgt"3234."Hnqtkf c"Uvcwwgu."y kej "r tqxkf gu"hqt"vj g"uetggpkpi "qh"kpf kxkf wcn'y j q"ctg"xgpf qtu"qt"rkegpugg)u"y kej "c"Hnqtkf c"r wdrke"uej qqn"qt"f kuvtkev0"

"

370 Y ckxgt "

P q"y ckxgt"d{"gkj gt"r ctv{"j gtgvq"qh"cp{"f ghcwn'd{"vj g"qvj gt"r ctv{"kp"vj g"r gthqto cpeg"qh"cp{"r tqxkukqp."eqpf kkqp."qt"tgs wktgo gpv"j gtgkp"uj cn'dg"f ggo gf "vq"dg"c"y ckxgt"qh."qt"kp"cp{"o cppgt"tgngcug"vj g"r ctv{"htqo "r gthqto cpeg"qh"cp{"qvj gt"r tqxkukqp."eqpf kkqp."qt"tgs wktgo gpv"j gtgkp=pqt"uj cn'kv'dg"f ggo gf "vq"dg"c"y ckxgt"qh."qt"kp"cp{"o cppgt"c"tgngcug"qh"vj g"qvj gt"r ctv{"htqo ."hwwwtg"r gthqto cpeg"qh"vj g"uco g"r tqxkukqp."eqpf kkqp."qt"tgs wktgo gpv0"

"

380 Eqphkf gpvkcrkv{ "

Eqphkf gpvkcn'kphqto cvkqp"tghgtu"vq"cp{"f cvc"qt"kphqto cvkqp"tgncvkpi "vq"I DUK"y j gvj gt"dwukpguu"qt"r gtuqpcn'y j kej "y qwn'tgcuqpcdn'"dg"eqpukf gtgf "r tkxcvg"qt"r tqr tkgvct{"vq"I DUK"cpf "vj cv'ku"pqv'i gpgtcn{ "mpqy p'cpf "y j gtg"vj g"tgngcug"qh"vj cv'Eqphkf gpvkcn'Kphqto cvkqp"eqwn'tgcuqpcdn'"dg"gzr gevgf "vq"ecwug"j cto "vq"I DUK0"

"

EWUVQO GT "ci tggu"vj cv'vj g{"uj cn'pqv'f kuenqug.'f kxwni g.'tgxgcn'tgr qtv'qt'wug.'hqt'cp{"r wtr qug.'cp{"Eqphkf gpvkcn'Kphqto cvkqp"y j kej "vj g"EWUVQO GT "qdvckpgf ."gzegr v'cu"cwvj qtk| gf "d{"I DUK'qt"cu"tgs wktgf "d{"ncy "kpenwf kpi "dw'pqv'rko kvgf "vq'Ej cr vgt"33; ."Hnqtkf c"Uvcwwgu0Vj g"qdrki cvkqpu"qh'eqphkf gpvkcrkv{ "uj cn'cr r n{ "f wtkpi "vj g"vgto "qh'vj ku'Ci tggo gpv'cpf "y kn'uwtxkxg"kpf ghkpkvgn{ "wr qp'vgto kpcvkqp"qh'vj g"Ci tggo gpv0"

"

TRAINING SERVICES AGREEMENT

Cm'y tkwgp"cpf "qtcn'kphqto cvkqp'cpf "o cvgtkcn'f kuenqugf "qt'r tqxkfgf "d{"I DUK'vq"EWUVQO GT"wpfgt"vj ku" Ci tggo gpv'ku"Eqphkfgpvkcn'Khqto cvkqp'tgi ctfnguu"qh'y j gej gt"kv'y cu'r tqxkfgf "dghqtg"qt"chgt"vj g'f cvg"qh'vj ku" Ci tggo gpv'qt'j qy "kv'y cu'r tqxkfgf "vq"vj g'EWUVQO GT0'

390 Kpvgnngewcn'Rtqr gtv{ "

Cm'kpvgnngewcn'r tqr gtv{ "cpf "tgncvgf "o cvgtkcn'vj cv'ku"f gxgnqr gf "qt"r tqf wegf "wpf gt'ku'Ci tggo gpv."ku'vj g'uqng" r tqr gtv{ "qh'I DUK0"Vj g'wug"qh'vj g'Kpvgnngewcn'Rtqr gtv{ "d{ "vj g'EWUVQO GT "ku'tguvtkevgf 0'

Vj g'EWUVQO GT "o c{ "pqv'wug"vj g'Kpvgnngewcn'Rtqr gtv{ "hqt"cp{ "r wtr qug"qvj gt"vj cp"vj cv'eqpvtcevgf "hqt"kp'vj ku" Ci tggo gpv'gzegr v'y kj "vj g'y tkwgp"eqpugpv'qh'I DUK0"Vj g'EWUVQO GT "uj cm'dg"tgur qpukdng"hqt"cp{ "cpf "cm" f co ci gu'tguwnkpi 'htqo "vj g'wpcwj qtk| gf "wug"qh'Kpvgnngewcn'Rtqr gtv{ 0'

3: 0 F kur wg"Tguqnwkqp"

Kp'vj g'gxgpv'c'f kur wg"ctkugu"y kj "vj g'Ci tggo gpv."vj g'Rctvkgu'uj cm'cwgo r v'vq'tguqnxg'vj g'f kur wg"vj tqwi j 'htkgpfn{ " eqpuwnccvkqp0'Kf'vj g'f kur wg"ku'pqv'tguqnxgf "y kj kp'c'tgcuqpcdng'r gtkqf ."vj gp"qwvcpf kpi 'kuuwgu'o c{ "dg"uwdo kwgf " vq"o gf kcvkqp'kp'ceeqtfcpeg'y kj 'cp{ 'ncuwwv{ 'tuwgu'qh'o gf kcvkqp0'Kf'o gf kcvkqp'ku'wpcxcknchng'qt'ku'pqv'uweeguuhwn' kp "tguqnxkpi " vj g" gpvktg'f kur wg." qwuvcpf kpi " kuuwgu'y km'dg" uwdo kwgf " vq "hkpcn'cpf " dkpf kpi " ctdkutcvkqp'kp " ceeqtfcpeg'y kj 'vj g'tgi wncvkqpu'ugv'hqtvj "d{ 'vj g'Co gtkecp'Ctdkutcvkqp'Cuuqekcvkqp0'Vj g'ctdkutcvqt'u'cy ctf 'y km' dg'hkpcn'cpf '0wf i o gpv'o c{ "dg'gpvgtgf 'wr qp'kv'd{ 'c'eqwtv'j cxkpi '0wtkuf kevkqp'y kj kp'vj g'Uvcvg'qh'Hqtkfc0'

3; 0 Rwdnkekv{ "

Vj g'Rctvkgu'ci tgg'vj cv'gcej 'r ctv'o c{ "wug'ku'pco g'hqt'r wtr qugu'qh'I DUK'cpf "EWUVQO GT "tghgtgpeg." cf xgtvkukpi 'qt'r tqo qvkqpcn'eco r cki pu0'Vj g'Rctvkgu'ci tgg'vj cv'vj g'qvj gt'r ctv'o c{ "kuuwg'c'r tguu'tgngcug'qt" o cmg'c'r wdnke'cppqwpego gpv'tgi ctf kpi 'vj ku'Ci tggo gpv'uwdlgev'vq'vj g'qvj gt'r ctv{ øu'tki j v'vq'tgxkgy "cpf "r tkqt" cr r tqxcn'qh'vj g'tgngxcpv'r qtvkqpu'qh'uwej 'tgngcug'qt'cppqwpego gpv'eqpvckpkpi 'tghgtgpeg'vq'ku'pco g.'y j ej " tgxkgy ."cpf "cr r tqxcn'y km'pqv'dg'wptgcuqpcdn{ "y kj j gnf "qt'f gnc{gf 0'

420 O qf khecvkqp"qh'vj g'Ci tggo gpv"

I DUK'cpf "EWUVQO GT "o c{ "o qf kh{ "vj ku'Ci tggo gpv0'C'o qf khecvkqp'qh'vj ku'Ci tggo gpv'ku'qpn{ "ghhgevkxg" y j gp"vj g'o qf khecvkqp'ku'tgf wegf "vq'y tkwgp'vgto u'cpf "uki pgf "d{ "dqvj "I DUK'cpf "EWUVQO GT "y kj "vj g'uco g" hqto cnkv{ "cpf "qh'gs wcn'f ki pkv{ "j gtgy kj 0'

430 I qxgtpkpi "Ncy "

Vj ku'Ci tggo gpv'uj cm'dg'i qxgtpgf "d{ "cpf "eqpuvtwgf "kp'ceeqtfcpeg'y kj "vj g'ncy u'qh'vj g'Uvcvg'qh'Hqtkfc"cu" pqy "cpf "j gtgchgt"kp'hqteg0'Vj g'xgpwg'hqt'ecko u'qt'cevkqpu'ctkukpi 'qw'qh'qt"tgncvgf "vq'vj ku'Ci tggo gpv'uj cm' dg'kp'Dtqy ctf "Eqwpv{ .'Hqtkfc0'

440 J gcf kpi u"

Cm'j gcf kpi u'wugf "kp'vj ku'Ci tggo gpv'ctg'kpvgpf gf "vq'ckf 'I DUK'cpf "EWUVQO GT "kp'wpf gtuvcpf kpi "vj g" Ci tggo gpv0'Vj g'j gcf kpi u'ctg'pqv'kpvgpf gf "vq'ugtxg'cu'uwduvcpvkxg'vgto u0'

450 Gpvktg'Ci tggo gpv"

Vj ku'Ci tggo gpv'ku'vj g'gpvktg'ci tggo gpv'qh'I DUK'cpf "EWUVQO GT "cu'tgncvgf "vq'vj g'vgto u'kpenwf gf "kp'vj g" Ci tggo gpv0'Qvj gt'ci tggo gpvu'qt'r tqo kugu'dgvy ggp"vj g'Rctvkgu'r gtvckpkpi "vq'cp{ 'vgto u'qh'vj ku'Ci tggo gpv'ctg" pqv'ghhgevkxg'wpnguu'I DUK'cpf "EWUVQO GT "o qf kh{ 'cpf "gzgewvg'vj g'ci tggo gpv'kp'y tkkpi 0'

460 Rwdrke'Tgeqtfu"

4603'" Vjg'Ekv{'qh'Rgodtqmg'Rkpgu'ku'r wdrke'ci gpe{'uwdlgev'vq'Ejcrvgt'33;.'Hnqtkfc'Uvcwwgu0'I DUK'uj cm'eqo rn{' y kj 'Hnqtkfcøu'Rwdrke'Tgeqtfu'Ncy 0'Urgekhkecm{.'I DUK'uj cm<"

44603'""""Mggr 'cpf 'o cikpvckp'r wdrke'tgeqtfu'tgs wktgf'd{'vjg'EWUVQO GT'vq'r gthqto 'vjg'ugtxkeg=;

440804'" Wrqp'tgs wguv'htqo 'vjg'EWUVQO GTøu'ewuvqfkcp'qh'r wdrke'tgeqtfu.'r tqxkfg'vjg'EWUVQO GT'y kj ' c'eqr {'qh'vjg'tgs wguvgf 'tgeqtfu'qt'cmqy 'vjg'tgeqtfu'vq'dg'kpurgevgf 'qt'eqrkgf 'y kj kp'c'tgcuqpcdng'ko g'cv'c' equv'vjcv'f qgu'pqv'gzeggf 'vjg'equv'rtqxkfgf 'kp'ejcrvgt'33;.'Hnc0Uvcv0'qt'cu'qvjgty kug'rtqxkfgf 'd{'ncy =;

440805'" Gpuwtg'vjcv'r wdrke'tgeqtfu'vjcv'ctg'gzgo r v'qt'vjcv'ctg'eqphkfgpvkcn'cpf 'gzgo r v'htqo 'r wdrke'tgeqtf ' f kuenquwtg'tgs wktgo gpvu'ctg'pqv'f kuenqugf 'gzegr v'cu'cwj qtk| gf 'd{'ncy 'hqt'vjg'f wtcvkqp'qh'vjg'Ci tggo gpv' vgto 'cpf .'hqmqy kpi 'eqo rngvkqp'qh'vjg'Ci tggo gpv.'I DUK'uj cm'f guvtq{'cm'eqr kgu'qh'uwej 'eqphkfgpvkcn'cpf ' gzgo r v'tgeqtfu'tgo ckpkpi 'kp'ku'r quuguukqp'chvgt'I DUK'vtcpuhgtu'vjg'tgeqtfu'kp'ku'r quuguukqp'vq'vjg' EWUVQO GT=cpf "

440806'" Wrqp'eqo rngvkqp'qh'vjg'Ci tggo gpv.'I DUK'uj cm'vtcpuhgt'vq'vjg'EWUVQO GT.'cv'pq'equv'vq'vjg' EWUVQO GT.'cm'qh'vjg'EWUVQO GTøu'r wdrke'tgeqtfu'kp'I DUKøu'r quuguukqp0'Cm'qh'vjg'EWUVQO GTøu' tgeqtfu'uvqtgf 'gngevtqpkecm{'d{'I DUK'o wuv'dg'r tqxkfgf 'vq'vjg'EWUVQO GT.'wrqp'tgs wguv'htqo 'vjg' EWUVQO GTøu'ewuvqfkcp'qh'r wdrke'tgeqtfu.'kp'c'hqto cv'vjcv'ku'eqo rcvkdng'y kj 'vjg'kphqto cvkqp'vgej pqmqi { u{uvgo u'qh'vjg'EWUVQO GT0'

4604'" Vjg'hcknwtg'qh'I DUK'vq'eqo rn{'y kj 'vjg'r tqxkukqpu'ugv'hqtvj 'kp'vjku'Ctvkeng'uj cm'eqpuvkwwg'c'Fghcwn'cpf ' Dtgcej 'qh'vjku'Ci tggo gpv.'hqt'y jkej .'vjg'EWUVQO GT'o c{'vgto kpcvg'vjg'Ci tggo gpv0"

KH'I DUK'J CU'S WGUVKQP U'TGI CTF KP I 'VJ G'CRRNKECVKQP 'QH'EJ CRVGT '33; .' HNQTKF C' UVCVWVGU." VQ" I DUKøU' F WV[" VQ" RTQXKF G' RWDNKE" TGEQTF U' TGNCVKP I "VQ"VJ KU'CI TGGO GP V.'EQP VCEV'VJ G'EWUVQF KCP "QH'RWDNKE" TGEQTF U'CV<

EKV['ENGTM"
823'EKV['EGP VGT 'Y C[.'6yj 'HNQQT "
RGO DTQMG'RKP GU.'HN'55247"
*;76+'672/3272"
<u>o i tcj co B r r kpgu0eqo </u>"

470 Qy pgtuj kr 'qh'Fqewo gpvu0'Tgrqtvu.'uwtxg{u.'r ncpu.'uwf kgu'cpf 'qvjgt'f cvc'r tqxkfgf 'kp'eqppgevkqp'y kj 'vjku' Ci tggo gpv'ctg'cpf 'uj cm'tgo ckp'vjg'rtqrgtv{'qh'vjg'EWUVQO GT'y j gvjgt'qt'pqv'vjg'rtqlgev'hqt'y jkej 'vjg{'ctg' o cf g'ku'eqo rngvgf 0'EWUVQO GT'j gtgd{'ci tggu'vq'wug'I DUKøu'y qtm'rtqf wev'hqt'ku'kpvgpf gf 'r wtrqug0'

480 Tgeqtfu0' I DUK'uj cm'mggr 'uwej 'tgeqtfu'cpf 'ceeqwpvu'cpf 'tgs wktg'cp{'cpf 'cm'uwdeqpvtcevqtu'vq'mggr 'tgeqtfu' cpf 'ceeqwpvu'cu'o c{'dg'pgeguuct{'kp'qtf gt'vq'tgeqtf 'eqo rngvg'cpf 'eqttgev'gpvtkgu'cu'vq'r gtuqppgn'j qwtu'ej cti gf ' vq'vjku'gpi ci go gpv.'cpf 'cp{'gzr gpugu'hqt'y jkej 'I DUK'gzr gevu'vq'dg'tgko dwtugf 0'Uwej 'dqqmu'cpf 'tgeqtfu'y km' dg'cxckncdng'cv'cm'tgcuqpcdng'ko gu'hqt'gzco kpcvkqp'cpf 'cwf kv'd{'EWUVQO GT'cpf 'uj cm'dg'mgr v'hqt'c'r gtkqf 'qh'

TRAINING SERVICES AGREEMENT

vgp "*32+"{gctu"chvgt"\j g"eqo r ngvkqp"qh"cm'y qtm'\q"dg"r gthqrm gf "wtuwcpv"vq"\j ku"Ci tggo gpv0""Kpeqo r ngvg"qt"
kpeqttgev"gpvtkgu"kp"uwej "dqqmu"cpf "tgeqtfu"y kn'dg"i tqwpfu"hqt"f kucmqy cpee"d{"EWUVQO GT"qh"cp{"hggu"qt"
gzr gpugu"dcugf "wr qp"uwej "gpvtkgu0"Cm'tgeqtfu"uj cm'dg"o ckpvckpgf "cpf "cxckmcdng"hqt"f kuenquwtg."cu"crr tqr tkcvg."
kp"ceeqtfcpee"y kj "Ej cr vgt"33; ."HUU0'

"

490 <u>Cuuki po gpvu—"Co gpf o gpv0"</u>"Vj ku"Ci tggo gpv."cpf "cp{"kpvgtguvu"j gtgkp."uj cm'pqv'dg"cuuki pgf ."vtcpuhgttgf "qt"
qvj gty kug"gpmo dgtgf ."wpfgt"cp{"ektewo uvcpeg."d{"I DUK'y kj qw'\j g"r tkqt"y tkwgp"eqpugpv'qh'EWUVQO GT0"
Hqt'r wtr qugu"qh'\j ku"Ci tggo gpv"cp{"ej cpi g"qh'qy pgtuj kr "qh'I DUK'uj cm'eqpuvkwwg"cp"cuuki po gpv'y j kej 'tgs wktgu"
EWUVQO GT"crr tqxcn0"J qy gxgt."\j ku"Ci tggo gpv'uj cm'twp"vq"\j g"dgpghkv'qh'EWUVQO GT"cpf "ku"uweeguuqtu"
cpf "cuuki pu0'

"

K'ku'hwtvj gt"ci tggf "\j cv'pq"o qf khkecvkqp."co gpfo gpv."qt"cmgtcvkqp"kp"\j g"vgto u"qt"eqpf kkqpu"eqpvckpgf "j gtgkp"
uj cm'dg"ghhgevkxg"wpnguu"eqpvckpgf "kp"c"y tkwgp"f qewo gpv'gzgewgf "y kj "\j g"uco g"hqto cnkv{"cpf "qh'gs wcn'f ki pkv{"
j gtgy kj 0'

"

4: 0 <u>P q"Eqpvkpi gpv'Hggu0"</u>I DUK'y cttcpvu'\j cv'kv'j cu"pqv'go r nq{gf "qt'tgvckpgf "cp{"eqo r cp{"qt'r gtuqp."qvj gt"\j cp"c"
dqpc"hkfg"go r nq{gg"y qtmkpi "uqngn{"hqt"I DUK'vq"uqnkekv'qt'ugewtg"\j ku"Ci tggo gpv'cpf "\j cv'kv'j cu"pqv'r ckf "qt"
ci tggf "vq"r c{"cp{"r gtuqp."eqo r cp{."eqtr qtcvkqp."kpf kxkf wcn'qt'hkto ."qvj gt"\j cp"c"dqpc"hkfg"go r nq{gg"y qtmkpi "
uqngn{"hqt"I DUK'cp{"hgg."eqo o kuukqp."r gtegpvci g."i khv'qt'qvj gt'eqpukf gtcvkqp'eqpvkpi gpv'wr qp"qt'tguwnkpi "htqo "
\j g"cy ctf "qt"o cmkpi "qh'\j ku"Ci tggo gpv0"Hqt"\j g"dtgcej "qt"xkqncvkqp"qh'\j ku"r tqxkukqp."EWUVQO GT"uj cm'j cxg"
\j g"tki j v'vq"vgto kpcvg"\j g"Ci tggo gpv'y kj qw'nkcdknkv{"cv'ku'f kuetgvkqp."vq"f gf wev'htqo "\j g"eqpvtcev'r tkeg."qt"
qvj gty kug"tgeqxgt"\j g"hwm'co qwpv'qh'uwej "hgg."eqo o kuukqp."r gtegpvci g."i khv'qt"eqpukf gtcvkqp0'

"

4; 0 <u>P qvkeg0"</u>Y j gpgxgt"cp{"r ctv{"f guktgu"vq"i kxg"pqvkeg"wpvq"cp{"qvj gt"r ctv{."kv'o wuv'dg"i kxgp"d{"y tkwgp"pqvkeg."ugpv"
d{"egtvkhkgf "Wpkvgf "Uvcvgu'o ckn'y kj "tgwtp'tgegkr v'tgs wguvgf ."cff tguugf "vq"\j g"r ctv{"hqt"y j qo "kv'ku"kpvgpf gf "cpf "
\j g"tgo ckpkpi "r ctv{."cv'\j g"r ncegu"ncuv'ur gekhkgf ."cpf "\j g"r ncegu"hqt"i kxkpi "qh'pqvkeg"uj cm'tgo ckp'uwej "wpvkn'\j g"
uj cm'j cxg"dggp"ej cpi gf "d{"y tkwgp"pqvkeg"kp"eqo r nkcpeg"y kj "\j g"r tqxkukqpu"qh'\j ku"ugevkqp0"Hqt"\j g"r tgugpv."
I DUK'cpf "EWUVQO GT"f guki pcvg"\j g"hqmqy kpi "cu'\j g"tgur gevkxg"r ncegu"hqt"i kxkpi "qh'pqvkeg<'

"

I mqdcnDwukpguu"Uqnwkqpu."Kpe0'			**EWUVQO GT<"**	
P co g<	Gtkp"T0Tco qu"	"	P co g<	Ej ctngu"H0Fqf i g"
Vkng<	E{dgt"Rtqi tco u'O cpci gt"	"	Vkng<	Ekv{"O cpci gt"
Cf f tguu"3<	4622"Y 0O kej ki cp"Cxgpwg."Uvg06"	"	Cf f tguu"3<	823'Ekv{"Egpvgt"Y c{.'6ᵗ "Hqqt"
Cf f tguu"4<	Rgpuceqnc."HN'54748"	"	Cf f tguu"4<	Rgo dtqmg"Rkpgu."HN'55247"
Vgngr j qpg<	: 72/; 66/; 79; "	"	Vgngr j qpg<	; 76/672/3262"
Hcz<	: 72/; 66/5454"	"	Hcz<	"
G/O ckn<	"	"	G/O ckn<	"
			Eqr {"\q<"	
""	"	"	"P co g<	Uco wgn'U0I qtgp."Ekv{"Cwqtpg{"
				I qtgp."Ej gtqh"Fqqf {"("G| tqn'R0C0'
"	"	"	"Cf f tguu"3<	52; ; "Gcuv'Eqo o getcn'Dqwngxctf "
				Uwkvg"%422"
"	"	"	"Cf f tguu"4<	Hqtv'Ncwfgtfcng."Hqtkfc'5552: "
"	"	"	"Vgngr j qpg<	*; 76+; 93/6722"

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"   "   "   ""Hcz<   *; 76+'993/6; 45"

"

520 <u>Dkpf kpi "Cwvj qtkv{"</u>

Gcej "r gtuqp"uki pkpi "vj ku'Ci tggo gpv'qp"dgj cf'qh'gkvj gt"r ctv{"kpf kxkf wc..{"y cttcpvu"vj cv'j g"qt"uj g"j cu'hwn'ngicn'
r qy gt"vq"gzgewvg"vj ku'Ci tggo gpv'dgj cf'qh'vj g"r ctv{"hqt"y j qo "j g"qt"uj g"ku'uki pkpi ."cpf "vq"dkpf "cpf "qdnki cvg"
uwej "r ctv{"y kj 'tgur gev'vq"cm'r tqxkukqpu'eqpvckpgf "kp'vj ku'Ci tggo gpv0'

"

530 <u>Gzj kldku'"</u>

Gcej "gzj kldkv'tghgttgf "vq"kp'vj ku'Ci tggo gpv'hqto u'cp'guugpvkcn'r ctv'qh'vj ku'Ci tggo gpv0'Vj g"gzj kldku'kh'pqv'j {"ukecm{"
cwcej gf "vj qwrf "dg"vtgcvgf "cu'r ctv'qh'vj ku'Ci tggo gpv'cpf "ctg'kpeqtr qtcvgf "j gtgkp'd{"tghgtgpeg0'

"

540 <u>Ugxgtcdknkv{"</u>

Kh'cp{"r tqxkukqp"qh'vj ku'Ci tggo gpv'qt"cr r nkecvkqp"vj gtgqh'vq"cp{"r gtuqp"qt"ukwcvkqp"uj cm'vq"cp{"gzvgpv."dg"j gnf "
kpxcnkf "qt"wpgphqtecdng."vj g"tgo ckpf gt"qh'vj ku'Ci tggo gpv."cpf "vj g"cr r nkecvkqp"qh'uwej "r tqxkukqpu'vq"r gtuqpu'qt"
ukwcvkqpu'qyj gt"vj cp"vj qug'cu'vq"y j kej "kv'uj cm'j cxg'dggp'j gnf "kpxcnkf "qt"wpgphqtecdng"uj cm'pqv'dg'chhgevgf "vj gtgd{."
cpf "vj cm'eqpvkpwg'kp'hwm'hqtegcpf "ghhgev."cpf "dg"gphqtegf "vq"vj g"hwmguv'gzvgpv'r gto kwgf "d{"ncy 0'

"

550 <u>Ngicn'Tgr tgugpvcvkqp""</u>

Kh'ku'cempqy ngfi gf "vj cv'gcej "r ctv{"y cu'tgr tgugpvgf "d{"eqwpugn'kp'vj g"r tgr ctcvkqp"qh'cpf "eqpvtkdwvgf "gs wcm{"vq"vj g"
vgto u'cpf "eqpf kkqpu'qh'vj ku'Ci tggo gpv'cpf ."ceeqtf kpi n."vj g"twng'vj cv'c'eqpvtcev'uj cm'dg"kpvgtr tgvgf "uvtkevn{"ci ckpuv'
vj g"r ctv{"r tgr ctkpi "uco g"uj cm'pqv'cr r n{"j gtgkp'f wg"vq"vj g"lqkpv'eqpvtkdwvkqp"qh'dqyj "Rctvkgu0'

"

560 <u>Eqwpvgtr ctvu'cpf "Gzgewvkqp""</u>

"   Vj ku'Ci tggo gpv'o c{"dg"gzgewvgf "kp'o wnkr ng"qtki kpcnu'qt"eqwpvgtr ctu."gcej "qh'y j kej "uj cm'dg"f ggo gf "vq"dg"cp"
qtki kpcn'cpf "vqi gyj gt"uj cm'eqpuvkwvg"qpg'cpf "vj g"uco g"ci tggo gpv0'Gzgewvkqp'cpf "f gnkxgt{"qh'vj ku'Ci tggo gpv'd{"
vj g"Rctvkgu'uj cm'dg"ngi cm'dkpf kpi ."xcnkf "cpf "ghhgevkxg'wr qp'f gnkxgt{"qh'vj g"gzgewvgf "f qewo gpvu'vq"vj g"qyj gt"r ctv{"
vj tqwrj 'hceuko kng'tcpuo kuukqp."go ckm'qt"qyj gt"gngevtqpke'f gnkxgt{0'

"

570 "<u>Vj ktf "Rctvkgu"</u>

Vj g"ugtxkegu'vq"dg"r gthqto gf "d{"I DUK'ctg"kpvgpf gf "uqngn{"hqt"vj g"dgpghkv'qh'vj g"EWUVQOGT0Pq"r gtuqp"qt"""gpvkv{"
pqv'c"uki pcvqt{"vq"vj ku'Ci tggo gpv'uj cm'dg"gpvkngf "vq"tgn'qp'I DUK'u'r gthqto cpeg"qh'ku'ugtxkegu'j gtgwpf gt."cpf "pq"
tki j v'vq"cuugtv'c"encko "ci ckpuv'I DUK'd{"cuuki po gpv'qh'kpf go pkv{'tki j vu'qt"qyj gty kug"uj cm'ceetwg'vq"c"vj ktf "r ctv{"cu'
c"tguwnv'qh'vj ku'Ci tggo gpv'qt"vj g"r gthqto cpeg"qh'I DUK'u'ugtxkegu'j gtgwpf gt0'

"

580 "<u>Uetwvkp{'gf "Eqo r cpkgu"</u>

I DUK"ku'r tk:ekr cm'qt"qy pgtu."egtvkh{'vj cv'vj g{"ctg'pqv'nkuvgf "qp"vj g"Uetwvkp{'gf "Eqo r cpkgu'vj cv'Dq{eqw'Ktcgm'
Nkuv."Uetwvkp{'gf "Eqo r cpkgu'y kj "Cevkxkkgu'kp"Uwf cp'Nkuv."Uetwvkp{'gf "Eqo r cpkgu'y kj "Cevkxkkgu'kp'vj g"Kcp"
Rgvtqngwo "Gpgti {"Ugevqt'Nkuv."qt"ku'gpi ci gf "kp'dwukpguu'qr gtcvkqpu'y kj "U{tkc0"'Kh'ceeqtf cpeg"y kj "È4: 9Ò357."
Hnc0'Uvcv0'cu'o c'dg"co gpf gf ."c'eqo r cp{'ku'kpgnki kdng"vq."cpf "o c{'pqv'dkf 'qp."uwdo kv'c'r tqr quch'hqt."qt"gpvgt"kpvq"
qt"tgpgy "c'eqpvtcev'y kj "cp{"ci gpe{'qt"nqecn'i qxgtpo gpvcn'gpvkv{"hqt'i qqf u'qt"ugtxkegu'kh<'

"

580Ò"""Cp{"co qwpv'qh'cv'vj g"ko g"dkf f kpi 'qp."uwdo kwkpi "c'r tqr quch'hqt."qt"gpvgtkpi "kpvq"qt"tgpgy kpi "uwej "
eqpvtcev."vj g"eqo r cp{"ku'qp"vj g"Uetwvkp{'gf "Eqo r cpkgu'vj cv'Dq{eqw'Ktcgm'Nkuv."etcvgf "r wtuwcpv'vq"È"
43706947."Hnc0'Uvcv0'cu'o c'dg"co gpf gf "qt"ku'gpi ci gf "kp'c'dq{eqw'qh'Ktcgm'qt"

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"
5804'""'Qpg'o kmkqp''f qmctu''qt''o qtg''kh''cv'\yj g''ko g''qh'dkf f kpi ''qp.''uwdo kwkpi ''c''rtqr qucr'hqt.''qt''gpvtgyk pi ''kpvq''
qt''tgpgy kpi ''uwej ''eqpvtcev.'\yj g''eqo r cp{<
"
5804'3'""'Ku''qp'\yj g''Uetwukp{ gf ''Eqo r cpkgu'y kj ''Cevkxkvkgu''kp''Uufcp''Nkuv''qt'\yj g''Uetwukp{ gf ''Eqo r cpkgu'y kj ''
Cevkxkvkgu''kp'\yj g''Kcp''Rgvtqrgwo ''Gpgti { ''Ugevqt''Nkuv.''etgcvgf ''r wtuwcpv'\q''E'4370695.''Hrc0'Uvcv0''cu''o c{ ''dg''
co gpf gf ='qt'
"
5804'4'""'Ku'gpi ci gf ''kp''dwukpguu''qr gtcvkqpu''kp''U{ tkc0''
"

590 No''Y ckxgt''qh''Uqxgtgki p''Ko o wpkv{ ''
"Pqyj kpi ''eqpvckpgf ''j gtgkp''ku''kpvgpf gf ''pqt''uj crr'dg''eqpuvtwgf ''vq''y ckxg'\yj g''EWUVQO GT øu''tki j u''cpf ''ko o wpkvkgu''
wpf gt'\yj g''eqo o qp''ncy ''qh'\È98: 04: .''Hrqtkf c''Uvcwvgu.''cu''o c{ ''dg''co gpf gf ''htqo ''ko g''vq''ko g0''
"

5: 0 Cwvqpg{ øu''Hggu''
Kp'\yj g''gxgpv'\yj cv'\gkyj gt''r ctv{ ''dtkpi u''uwkv''hqt''gphqtego gpv''qh'\yj ku''Ci tggo gpv.''gcej ''r ctv{ ''uj crr'dgct''ku''qy p''
cwvqpg{ øu''hggu''cpf ''eqwtv''eqvu.''ezegr v''cu''qyj gty kug''r tqxkf gf ''wpf gt'\yj g''kpf go pkhecvkqp''ugv''hqtyj ''
j gtgkp''cdqxg0''
"

5; 0 Rtqvgevkqp''qh''EWUVQO GTøu''Rtqr gtv{ ''
Cv''crr''ko gu''f wtkpi ''r gthqto cpeg''qh'\yj ku''Ci tggo gpv.''I DUK'uj crr'r tqvgev'\yj g''EWUVQO GTøu''r tqr gtv{ ''htqo ''crr''
f co ci g'y j cuqgxgt''qp''ceeqwpv''qh'\yj g''y qtm'dgkpi ''ecttkgf ''qp''wpf gt'\yj ku''Ci tggo gpv0''
"

620 "Wpeqpvtqrcdng''Hqtegu''
Pgkyj gt''EWUVQO GT ''qt''I DUK'uj crr'dg''eqpukf gtgf ''vq''dg''kp''f ghcwv'qh'\yj ku''Ci tggo gpv'kh'f grc{ u''kp''qt''hcknwtg''qh''
r gthqto cpeg''uj crr'dg''f wg'\q''Wpeqpvtqrcdng''Hqtegu.'\yj g''ghhgev''qh'y j kej .''d{'\yj g''gzgtekug''qh''tgcuqpcdng''f krki gpeg.''
yj g''pqp/r gthqto kpi ''r ctv{ ''eqwrf ''pqv''cxqkf 0'Vj g''vgto ''õWpeqpvtqrcdng''Hqteguö'uj crr'o gcp''cp{ ''gxgpv'y j kej ''tguwnu''
kp''yj g''r tgxgpvkqp''qt''f grc{ ''qh''r gthqto cpeg''d{''c''r ctv{ ''qh''ku''qdrki cvkqpu''wpf gt'\yj ku''Ci tggo gpv''cpf ''y j kej ''ku''
dg{ qpf '\yj g''tgcuqpcdng''eqpvtqr'qh'\yj g''pqpr gthqto kpi ''r ctv{ 0'Kv'kpenwf gu''dwv''ku''pqv''ko kvgf ''vq<'hktg.''hrqqf .''
gctyj s wcmgu.''j wttkecpgu.''y gcyj gt.''f qo guke'wr j gcxcr.''uqto u.''ri j vpkpi .''gr kf go ke.''y ct.''go eti gpekgu.''tkqv.''
uvtkmgu''qt''ekxkr'f kuwtdcpeg0''
"

   c0 Pgkyj gt''r ctv{ ''uj crr'j cy gxgt.''dg''gzewugf ''htqo ''r gthqto cpeg''kh'pqpr gthqto cpeg''ku''f wg''vq''hqtegu.''y j kej ''
ctg''r tgxgpvcdng.''go qxcdng.''qt''go gf kcdng.''cpf ''y j kej ''yj g''pqpr gthqto kpi ''r ctv{ ''eqwrf ''j cxg.''y kj '\yj g''
gzgtekug''qh''tgcuqpcdng''f krki gpeg.''r tgxgpvgf .''tgo qxgf .''qt''tgo gf kgf 'y kj ''tgcuqpcdng''f kur cvej 0'Vj g''
pqpr gthqto kpi ''r ctv{ ''uj crr'y kj kp''c''tgcuqpcdng''ko g''qh''dgkpi ''r tgxgpvgf ''qt''f grc{ gf ''htqo ''r gthqto cpeg''
d{''cp''wpeqpvtqrcdng''hqteg.'i kxg'y tkwgp''pqvkeg''vq'\yj g''qyj gt''r ctv{ ''f guetkdkpi '\yj g''ektewo uvcpeg''cpf ''
wpeqpvtqrcdng''hqteg'r tgxgpvkpi ''eqpvkpwgf ''r gthqto cpeg''qh'\yj g''qdrki cvkqpu''qh'\yj ku''Ci tggo gpv0''
"

630 Ci tggo gpv''Uwdlgev''vq''Hwpf kpi ''
Vj ku''Ci tggo gpv''uj cr'o cm'kp''hwnr'hqteg''cpf ''ghhgev''qpn{ ''cu''rqpi ''cu'\yj g''gzr gpf kwtgu''r tqxkf gf ''hqt''kp'\yj g''
Ci tggo gpv'j cxg''dggp''cr r tqr tkcvgf ''d{'\yj g''Ekv{ ''Eqo o kuukqp''qh'\yj g''Ekv{ ''qh'Rgo dtqmg''Rkpgu''kp'\yj g''cppwcr'dwf i gv''
hqt''gcej ''hkuecr'{ gct''qh'\yj ku''Ci tggo gpv.''cpf ''ku''uwdlgev'\q''vgto kpcvkqp''dcugf ''qp''rcem'qh'hwpf kpi 0''
"

42.1 **E-Verify** GBSI certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

    42.1.1 **Definitions for this Section**.

        42.1.1.1   "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

        42.1.1.2   "Contractor" includes, but is not limited to, a vendor or consultant.

        42.1.1.3   "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

        42.1.1.4   "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

42.2 **Registration Requirement; Termination**. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

41.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

41.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

41.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the

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TRAINING SERVICES AGREEMENT

statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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

Global Business Solutions, Inc.   **CUSTOMER**

_____   _____
Signature   Signature

Erin R. Ramos_____   Charles F. Dodge_____
Printed Name   Printed Name

Cyber Programs_____   City Manager_____
Title   Title

02/3/2021_____   _____
Date   Date

The foregoing instrument was acknowledged before me this ___ day of _____ by

_____ of _____, on
Name of Person   Name of Corporation or Agency

behalf of the corporation/agency.
He/She is personally known to me or produced _____ as identification and did/did not first
take an oath.   Type of Identification

My Commission Expires:

                                                 _____
                                                 Signature – Notary Public

(SEAL)   _____
                                                 Printed Name of Notary

                                                 _____
                                                 Notary's Commission No.

SCOPE OF SERVICES

30 'Rtqlgev'Uwoo ct{"

Vj ku'r tqlgev'r tqxkfgu'I DUK'e{dgtugewtkv{ 'ewttkewnwo .'j cpfu/qp'ncdu.'kpfwuvt{ 'egtvkhkecvkqp'vguv'
r tgr ctcvkqp.'kpuvtwevkqpcn'ugtxkegu.'CEEGNGTCP Ì 'uqhvy ctg'nkegpug'cpf 'encuutqqo 'eqnocdqtcvkqp'
gswkr o gpv'vq 'ej qqn'ukg'nqecvkqpu'kp'vj g'EWUVQO GT 'ugtxkeg'ctgc0'

I DUK'cpf 'EWUVQO GT 'uj cnn'y qtm'vqi gvj gt'vq 'f gxgnqr 'r tqlgev'gpj cpego gpvu'uwej 'cu<
30 E{dgt 'ewttkewnwo 'vj cv'ctvkewncvgu'etgf kv'vq 'nqecn'r quvugeqpf ct{0'
40 P gy 'e{dgt'r tqi tco u0'
50 C'nqecn'M/38'e{dgtugewtkv{ 'y qtmhqteg'f gxgnqr o gpv'r kr gnkpg0'
60 Uwf gpv'eqo r gvkvkqpu0'
70 Uwr r qtv'hqt'i cpv'y tkkpi 'qr r qtwpkvkgu0'
80 Uwr r qtv'hqt'o cn'cpf 'kphqto cn'e{dgt'gf wecvkqp'r tqi tco u0'

40 'Rtqlgev'Eqwtug'Nkuv'"

Vj g'eqwtug'ugswgpeg'vq 'dg'f gnkxgtgf 'wpf gt'vj ku'Ci tggo gpv'ctg'kf gpvkhkgf 'cu<

E[DGTUGE'452'ó 'KV'Hwpf co gpvcn'
E[DGTUGE'527'ó 'Eqo r wkpi 'cpf 'Vgej pqnqi kgu'
E[DGTUGE'542'ó 'P gy qtm'Ugewtkv{ '

50 'Rtqlgev'F gnkxgt cdngu'"

Cnn'eqwtugu'nkuvgf 'cdqxg'ctg'qpg/{gct'eqwtug'ugswgpegu0'

5063 'Ewtt kewnwo '"

Vj g'Qhhkekcn'I DUK'E{dgtugewtkv{ 'Eqwtug'Ewttkewnwo 'kpenwf gu'vj g'hqnnqy kpi 'eqo r qpgpvu'vj cv'c'vgcej gt'
ecp'wug'vq 'r ncp.'ewuvqo k| g'cpf 'ghhgevkxgn{ 'f gnkxgt'vj g'eqwtug'eqpvgpv0'Ewttkewnwo 'r tkeg'ku'tgegkxgf 'kp'
Gzj kdkv'F 0'

- Nguuqp'r ncp'"
- Kpuvtwevqt 'vgzvdqqm'
- Ngewtg'unkf gu'
- Eqwtug'uej gf wng'
- Uwf gpv'y qtmuj ggvu'
- Uwf gpv'uwf { 'uj ggvu'
- Ceeguu'vq 'enqwf/dcugf 'j cpf u/qp'r gthqto cpeg'ncdu'"
- I tcf kpi 'twdtke'hqt'ncd'y qtm'
- S wk| | gu.'o kf/vgto 'gzco 'cpf 'hkpcn'gzco '
- Ceeguu'vq 'enqwf/dcugf 'egtvkhkecvkqp'vguv'r tgr ctcvkqp'

Nguuqp'r ncp'ó 'Vj g'nguuqp'r ncp'ku'c'f gvckngf 'f guetkr vkqp'qh'vj g'eqwtug'qh'kpuvtwevkqp'cv'vj g'o qf wng'cpf '
f ckn{ 'nguuqp'ngxgn'cpf 'kpenwf gu'ko kpi 'hqt'ngewtg'cpf 'j cpf u/qp'ncd'cevkxkvkgu0'Nguuqp'r ncpu'kpenwf g'
gpcdnkpi .'vgto kpcn'cpf 'ncd'qdlgevkxgu'cpf 'ctg'o cr r gf 'vq 'F gr ctvo gpv'qh'Gf wecvkqp'*F QG+'htco gy qtmu'hqt'
Hqtkf c0'

Kpuvt wevqt 'vgzvdqqm'ó 'Eqwtug'hcekrkvcvkqp'ku'uwr r qtvgf 'd{ 'vj ku'vgcej gtøu'tghgtgpeg'vq 'vj g'uwf gpv'vgzvdqqm0'"

Ngewt g'unkf gu'ó 'Eqwtug'hcekrkvcvkqp'ku'uwr r qtvgf 'd{ 'r tgugpvcvkqp'unkf gu'kp'Rqy gtRqkpv'hqto cv0'

SCOPE OF SERVICES

Eqwtug'uej gf wng'õ' Eqwtug'hcekrkcvkqp'ku'uwr r qtvgf 'd{'uco r ngu'qh'dnqek'cpf 'ckn{'eqwtug'uej gf wngu0''

Uwf gpv'y qt mj ggu'õ'Uwdlgev'o cwgt'tgvgpvkqpu'ku'uwr r qtvgf ''d{'f ckn{'j cpf qwu'y cv'uwf gpvu'ecp'' eqo r ngvg'f wtkpi ''encuu'kpuvtwevkqp0'

Uwf gpv'uwf { 'uj ggu'õ'Uwdlgev'o cwgt'tgvgpvkqp'ku'uwr r qtvgf 'd{'y j gug'j cpf qwu'y cv'uwf gpvu'ecp'wug''vq'' r tgr ctg'hqt'gzco u'cpf ''egtvkhkecvkqp'vguvu0''

J cpf u/qp'I r gthqto cpeg'ncdu'õ'Uwf gpv'ukmr'cpf ''eqo r gvgpe{'f gxgnqr o gpv'ku'uwr r qtvgf 'd{'j cpf u/qp'ncdu0'' Ncdu'ctg'ceeguugf ''wukpi ''c'y gd/dtqy ug''htqo ''c'hcekrkcvkpi ''eqo r wvkpi 'f gxkeg0''Ncd'uqnwvkqpu'ctg'cnuq'' r tqxkf gf 0'''''

I tcf kpi 'twdtke'hqt'ncd'y qtm'õ'C''i tcf kpi 'twdtke'hqt'ncd'y qtm'ku'r tqxkf gf ''vq'j gn '''vgcej gtu'eqpxg{'' gzr gevcvkqpu'vq'uwf gpvu'vq'cej kgxg'c'r ctvkewnct'i tcf g'qp'c'ncd'cuuki po gpv0''

S wk{ gu'o kf/vgto 'gzco ''cpf 'hkpcn'gzco ''õ' Vj gug'nqy ng gf g'vguvkpi ''eqo r qpgpv'j cxg'dggp'f gxgnqr gf '' uq'vj cv'cpuy gtu'ecp'dg'hqwpf ''cpf ''tghgtgpegf 'kp'vj g'uwf gpv'vgzvdqqm0'Cpuy gt'uj ggu'ctg'cnuq'r tqxkf gf 0''

Egtvkhkecvkqp'vguv'r tgr ctcvkqp'õ''Vj g'eqwtug'j gn u'uwf gpvu'r tgr ctg'hqt'kpf uwt{'egtvkhkecvkqp0''Cf f kvkqpcn'' tguqwtegu'ctg'cxckncdng'vq'r tgr ctg'uwf gpvu'hqt'ur gekhke'kpf uwt{'egtvkhkecvkqp'vguvu0''

504'CEEGNGVTCKP Ì 'Nkegpug''

CEEGNGVTCKP Ì '' ku'vj g'pgzv'i gpgtcvkqp'' qh 'eqppgevgf ''encuutqqo '' vgej pqnqi {0''Cv'vj g'eqtg'qh 'vj g'' CEEGNVTCKP Ì ''Nkegpug'ku'c'emqwf /dcugf 'ugtxkeg'vj cv'kpvgi tcvgu'cwf kq'lxkf gq'eqo r qpgpvu.''eqmcdqtcvkqp'' vqqnu'cpf ''gew qm'tguqwtegu'vq'etgcvg'c'f kuvtkdwvgf 'Eqncdqtcvkxg'Ngctpkpi 'Gpxktqpo gpv'*ENG+0''

CEEGNGVTCKP Ì ''hcekrkcvgu'vgcej gt'cpf ''encuutqqo 'f kuvcpeg'ngctpkpi ''y kj 'vj g'hqmqy kpi ''hgcvwtgu'crtgcf {'' kpuvcmgf ''kp'vj g'Ewuqo gt''Encuutqqo <''

- J F ''Xkf gq'cpf ''J ki j /Hkf grkv{''Cwf kq'ku'uwr r qtvgf 'cpf ''qpn{'nko kvgf ''d{'vj g'ecr cdkrkvkgu'qh 'vj g'' eqppgevgf '' xkf gq'' cpf '' cwf kq'eqo r qpgpv0'' Vj ku'hgcvwtg''uwr r qtvu''hceg/vq/hceg''eqpxgtucvkqp.'' gpi ci go gpv'cpf ''kpvgtcevkqp'dgw ggp'vgo qvg'vgcej gtu'cpf ''uwf gpu'eqppgevgf ''vq'cpf 'uwr r qtvgf 'd{'' CEEGNGVTCKP Ì 0'
- Uetggp'Uj ctkpi 'dgw ggp'tgo qvg'vgcej gt'cpf ''encuutqqo ''ku'uwr r qtvgf 0'Uj ctkpi 'xkf gq'cpf 'cwf kq'hkngu'' ku'cnuq'uwr r qtvgf 0'Vj ku'hgcvwtg'gpcdngu'vgcej gtu'vq'f kur nc{'cpf ''r nc{'ctvkhcevu'cpf 'hkngu'htqo ''vj gkt'' kpuvtwevkqpcn'eqo r wgt'f gumqr ''vq'vj g'r tgugpvcvkqp'cpf 'f kur nc{'f gxkegu'eqppgev'vq'cpf 'uwr r qtvgf 'd{'' CEEGNGVTCKP Ì 0'''''
- Uetggp'Cppqvcvkqp'Vqqmkv'ku'uwr r qtvgf 0''Wukpi ''uetggp'cppqvcvkqp'vqqnu.'c'vgcej gt'ecp'j ki j nki j v.'' go r j cuk| g.'pqvcvg.'gve0'kphqto cvkqp'dgkpi 'f kur nc{gf 'kp'vj g'CEEGNGVTCKP Ì ''encuutqqo 0''

Uej qqnu'ecp'etgcvg'c'pgw qtm'qh 'CEEGNGVTCKP Ì ''eqppgevgf ''tguqwtegu'vq'ceeguu'vgcej gt'r tqhguukqpcn'' f gxgnqr o gpv.''kpf uwt{'gzr gtvkug.'gzvtcewttkewnct'cevkxkvkgu'cpf ''ngctpkpi 'gxgpvu0''

CEEGNGVTCKP Ì ''ku'nkegpugf 'hqt'vgcej gtu'cpf ''encuutqqo u'cv'qpg'ukvg0'

Vgcej gt'cpf ''Encuutqqo ''eqo r qpgpvu'kpenwf kpi .'dwv'pqv'nko kvgf ''vq'kpuvtwevkqpcn'eqo r wgt.''xkf gq'eco gtcu.'' cwf kq'o ketqr j qpgu.''uqwpf ''o kzgtu.''ur gcmgtu.''xkf gq'f kur nc{u.''uqwpf ''r tqqhkpi .'o qf wncvkqp'eqpvtqn'pgw qtm'' ecdngu.''dtcemgvu'cpf ''kpuvcmcvkqp'j ctf y ctg'ctg'pqv'kpenwf gf 'y kj 'vj g'CEEGNGVTCKP Ì ''Nkegpug0'''''

SCOPE OF SERVICES

Vgcej gt''t: tckpkpi .''kpuvtwevkqpcn''uwr r qtv''cpf ''gejpkecn''uwr r qtv''hqt''y ku''ugtxkeg''ctg''kpenwf gf ''kp''y g''rkegpug''hgg.'' kpenwfkpi ''r j qpg''cpf ''go ckn''uwr r qtv''f wtkpi ''uej qqn'j qwtu0'Nkegpug''r tkeg''ku''tgekvgf ''kp''Gzj kdkv''F 0'

5/5''J quvgf ''Eqwtug''Ncdu''

P gy qtmj quvkpi ''hqt''eqwtug''ncdu''ku''f qpg''qp''I DUK'u''r tkxcvg''enqwf ''utwevwtg''nqecvgf ''kp''Hnqtkf c0'Tgf wpf cpv''u{uvgo u''ctg''kp''r nceg0'J ctf y ctg''cpf ''uqhy ctg''wugf ''hqt''j quvkpi ''ctg''r gtkqf kecn{''wr f cvgf ''dcugf ''qp''uvcpf ctu0'' eqo r nkcpeg.''ugewtkv{''cpf ''r gthqto cpeg0'I DUK'uj cn'o cpci g''y g''j ctf y ctg.''uqhy ctg''cpf ''rkegpukpi ''hqt''y g'' eqwtug''j cpf u/qp''r gthqto cpeg''ncdu0'Ecr cekv{''ko ku''ctg''ugv''cv''y ktv{''*52+''uko wncpgqwu''uvwf gpv''eqppgevkqpu'' r gt''E[DGTUGE''rkegpug f ''eqwtug0''

Ceeguu''q''y g''eqwtug''ncdu''y kn'dg''htqo ''c''eqo r wgt''y tqwi j ''c''y gd''dtqy ugt''wukpi ''c''nqi kp/kf ''cpf ''r cuuy qtf '' r tqxkf gf ''d{''y g''kpuvtwevqt''qt''uwr r qtv''r gtuqp0''F cvg''cpf ''ko g''qh''eqwtug''ncd''cxckncdknkv{''y kn'dg''f gvgto kpgf '' d{''y g''uej qqn'cpf ''I DUK0''

Kpuvtwevkqpcn'cpf ''gej pkecn'uwr r qtv''hqt''y ku''ugtxkeg''ku''kpenwf gf ''kp''y g''rkegpug''hgg.'kpenwfkpi ''r j qpg''cpf ''go ckn'' uwr r qtv''f wtkpi ''uej qqn'j qwtu0''

5/6''J quvgf ''Egtvkhkecvkqp''Vguv''Rtgr ctcvkqp''''

P gy qtmj quvkpi ''hqt''egtvkhkecvkqp''vguv''r tgr ctcvkqp''uqhy ctg''ku''f qpg''qp''I DUK'u''r tkxcvg''enqwf ''utwevwtg'' nqecvgf ''kp''Hnqtkf c0'Tgf wpf cpv''u{uvgo u''ctg''kp''r nceg0'J ctf y ctg''cpf ''uqhy ctg''wugf ''hqt''j quvkpi ''ctg'' r gtkqf kecn{''wr f cvgf ''dcugf ''qp''uvcpf ctu0''eqo r nkcpeg.''ugewtkv{''cpf ''r gthqto cpeg0'I DUK'uj cn'o cpci g''y g'' j ctf y ctg.''uqhy ctg''cpf ''rkegpukpi ''hqt''y g''egtvkhkecvkqp''vguv''r tgr ctcvkqp''uqhy ctg0''Ecr cekv{''ko ku''ctg''ugv''cv'' y ktv{''*52+''uko wncpgqwu''uvwf gpv''eqppgevkqpu0''

Ceeguu''q''y g''egtvkhkecvkqp''vguv''r tgr ctcvkqp''uqhy ctg''y kn'dg''htqo ''c''eqo r wgt''y tqwi j ''c''y gd''dtqy ugt''wukpi '' c''nqi kp/kf ''cpf ''r cuuy qtf ''r tqxkf gf ''d{''y g''kpuvtwevqt''qt''uwr r qtv''r gtuqp0''F cvg''cpf ''ko g''qh''cxckncdknkv{''q'' ceeguu''y g''egtvkhkecvkqp''vguv''r tgr ctcvkqp''uqhy ctg''y kn'dg''f gvgto kpgf ''d{''y g''uej qqn'cpf ''I DUK0''

Kpuvtwevkqpcn'cpf ''gej pkecn'uwr r qtv''hqt''y ku''ugtxkeg''ku''kpenwf gf ''kp''y g''rkegpug''hgg.'kpenwfkpi ''r j qpg''cpf ''go ckn'' uwr r qtv''f wtkpi ''uej qqn'j qwtu0''

5/7''Uwf gpv''Vgzvdqqm''

Gcej ''E[DGTUGE''eqwtug''wugu''c''ukpi ng''uwf gpv''gzvdqqm'q''f grkxgt''eqpvgpv''cpf ''uwf {''o cvgtkcn'qxgt''c''y q/ ugo guvgt''uej qqn'{gct0'Vj gtg''ctg''hqwt''E[DGTUGE''eqwtugu0'Vj g''ewttkewnwo ''cpf ''uwr r qtvkpi ''ncdu''ctg'' o cr r gf ''q''y g''uwf gpv''gzvdqqm0'Rtkpvgf ''cpf ''f ki kvcn'xgtukqp''qh''y g''uwf gpv''gzvdqqm'ctg''kpenwf gf ''kp'' Gzj kdkv''F 0''

5/8''Kpf wuvt{ ''Egtvkhkecvkqp''Vguv''Xqwej gtu''

Gcej ''E[DGTUGE''eqwtug''r tgr ctgu''uwf gpv''hqt''qpg''qt''o qtg''kpf wuvt{''egtvkhkecvkqp''vguvu0''Kpf wuvt{'' egtvkhkecvkqp''vguv''xqwej gtu''xct{''kp''r tkeg''cpf ''xgpf qt''f kueqwpv''qr vkqpu0''Egtvkhkecvkqp''vguv''xqwej gtu''ctg'' cxckncdng''htqo ''I DUK0''Rtkekpi ''hqt''I DUK'uwr r rkgf ''vguv''xqwej gt''y kn'dg''r tqxkf gf ''cv''r wtej cug''ko g0''''

5/9''Rtqhguukqpcn'Kpuvtwevkqpcn'Ugtxkegu''

Vj g''eqwtugu''qh''kpuvtwevkqp''cwj qtk| gf ''q''dg''vcwi j v''wpf gt''y ku''Ci tggo gpv''ctg''rkuvgf ''kp''y g''Rtqlgev''Eqwtug'' Nkuv''ugevkqp0'

SCOPE OF SERVICES

Kpuvtwevkqpcn'ugtxkegu.''fcvgu.''ko gu'cpf ''nqecvkqpu'uj cnn'dg''fgvgtokpgf ''cpf ''ci tggf ''wr qp0Cp{'ej cpi gu'kp'' encuu''o ggvkpi ''fcvgu.''ko gu'qt'nqecvkqpu'o wuv'cnuq'dg''ci tggf ''wr qp0Encuugu'tguej gf wngf ''qt''ecpegngf ''y kj '' rguu''uj cp''c''46/j qwt''pqvkeg''y knn'dg''ej cti gf ''cv''yj g''kpuvtwevkqpcn'ugtxkegu'tcvg''kuuwgf ''kp'Gzj kdkv'F 0'

Wukpi ''CEEGNGVTCP Ì .''I DUK'uj cnn'rtqxkfg''fkuvcpeg''ngctpkpi ''kpuvtwevkqp'kpvq'cp'CEEGNGVTCP Ì '' encuutqqo ''hqnqy kpi ''yj g''ewttkewnwo ''r tqi tco ''cpf ''nguuqp'r ncpu0''I DUK'kpuvtwevqtu'uj cnn'dg''egtvkhkgf ''kp'yj g'' eqwtug''yj g{''ctg''kpuvtwevkpi 0'

Vq''ceegngtcvg''ycej gt''eqo r gvgpekgu''yj tqwi j ''fktgev'r tqhguukqpcn'fgxgqro gpv.''I DUK'kpuvtwevqtu''ecp'' xktwcn{''eq/vgcej ''y kj ''c''ycej qqo u''ycej gt''qh'tgeqtf 0''

I DUK'T gur qpukdknkvkgu'

30. I DUK'uj cnn'r tqxkfg''e{dgtugewtkv{''ycej gtu''vq''f gnkxgt'xktwcn'kpuvtwevkqp'cpf ''egtvkhkecvkqp''ugv'' r tgr ctcvkqp''kpvq''yj g''uej qqn'f kuvtkev'e{dgtugewtkv{''encuutqqo .''hqt''eqwtugu'nkuvgf ''kp''yj g''Rtqlgev'' Eqwtug''Nkuv''ugevkqp0

40. I DUK'uj cnn'wug''yj g''CEEGNGVTCP Ì ''Eqmcdqtcvkxg''Ngctpkpi ''Gpxktqpo gpv'vq''f gnkxgt''kpvgtcevkxg'' kpuvtwevkqp''cpf ''epi ci g''y kj ''yj g''uej qqn'f kuvtkev'encuutqqo 0

50. I DUK'kpuvtwevqtu'j cxg''qdvckpgf ''yj g''pgeguuct{''egtvkhkecvkqpu''vq''vgcej ''yj g''uwdlgev*u+''vq''dg''r tgugpvgf 0

60. I DUK'go r nq{ggu''yj cv' pggf ''vq''dg''qp''yj g''uej qqn'f kuvtkev''eco r wu'y knn'dg''cr r tqr tkcvg''dcf i g''hqt'' yj g''uej qqn'f kuvtkev0''Rtqqh'qh'dcf i g''ku'tgs wktgf ''kp''cf xcpeg''cpf ''yj g''dcf i g''y knn'f kur nc{gf ''cny c{u'' y j nkg''qp''eco r wu'cv'yj g''uej qqn'd{''cnn'I DUK'go r nq{ggu''epi ci gf ''kp'r tqxkf kpi ''ugtxkegu0

70. I DUK'uj cnn'kpf gr gpf gpvn{''r gthqto ''cnn'ugtxkegu'ur gekhkgf ''kp'yj ku'Ci tggo gpv.''gzegr v''cu'r tqxkf gf '' j gtgkp0''Vj ku'r tqxkukqp'f qgu''pqv''cr r n{''vq''ugetgvctkcn'cpf ''engtkecn'ugtxkegu'pggf gf ''d{''I DUK'vq''cuukuv'' kp''yj g''r gthqto cpeg''qh'yj ku'Ci tggo gpv0''I DUK'y knn'pqv''j ktg''F kuvtkev''go r nq{ggu''vq''r gthqto ''cp{'' r qtvkqp''qh'yj g''y qtm'ugtxkegu'r tqxkf gf ''j gtgkp.''kpenwf kpi ''engtkecn''ugetgvctkcn'cpf ''uko knct''kpekf gpvcn'' ugtxkegu0

80. I DUK'go r nq{ggu'y knn'pqv''go ckp'qp''cp''eco r wu'y j gp''pqv''cevkxgn{''epi ci gf ''kp''yj g''encuutqqo ''hqt''eq/ ycej kpi .''kpuvtwevkqp.''qt''qdugtxcvkqp''qh'yj g''uej qqn'u''qpukvg''kpuvtwevqt0

Uej qqn'F kuvtkev'T gur qpukdknkvkgu<

30. Vj g''uej qqn'f kuvtkev''uj cnn'r tqxkf g''cp''qpukvg''ycej gt''qh'tgeqtf ''y j q''y knn'i ckp''eqpvgpv'f gnkxgt{'' gzr gtvkug''cpf ''uwdlgev'o cvvgt''gzr gtvkug''y j nkg''hcekfkvcvkpi ''cpf ''eq/vgcej kpi ''yj g''ewttkewnwo ''y kj ''yj g'' eqpvtcev'kpuvtwevqt0

40. Vj g''f kuvtkev''uj cnl'cf j gtg''vq''Hnqtkf c''F gr ctvo gpv'qh'Gf wecvkqp''tgs wktgo gpvu''hqt''encuu'uk| g0''

6) 'Y cttcpv{''cpf ''Ugtxkeg'''

I DUK'uj cnn'r tqxkf g''c''ngxgn'qh'ugtxkeg''yj cv'cv''c''o kpko wo ''kpenwf gu<

- Tgo qvg''vtckpkpi ''hqt''ycej gtu''cpf ''uvchh''kpxqnxgf ''kp''yj g''kpuvtwevkqp''cpf ''uwr r qtv'qh'uvwf gpvu''wukpi '' I DUK'r tqlgev'f gnkxgtcdngu'r tqxkf gf ''wpf gt''yj ku'Ci tggo gpv0'''
- Wpnko kgf ''r j qpg''cpf ''tgo qvg''f gunqr ''uwr r qtv''f wtkpi ''pqto cn'dwukpguu'j qwtu0
- Wpnko kgf ''uwr r qtv''go gpvcn'vtckpkpi ''uguukqpu'cu''eqqtf kpcvgf ''cpf ''ci tggf ''wr qp''d{''I DUK'cpf '' EWUVQO GT 0"

I DUK'y cttcpvu'yj cv'cp{''vtckpkpi .''uwr r qtv''qt''eqpuwnkpi ''ugtxkegu'r tqxkf gf ''yj tqwi j ''yj ku'Ci tggo gpv'uj cnl'dg'' r gthqto gf ''kp''c''r tqhguukqpcn'cpf ''y qtm'o cpnkmg''o cppgt''kp''ceeqtf cpeg''y kj ''i gpgtcn{''ceegr vgf ''kpf wuvt{'' r tcevkegu0

SCOPE OF SERVICES

I DUKy cttcpvu'yj cv'f wtkpi "yj g'vgto "qh'yj ku'Ci tggo gpv.'kv'uj cm'o ckpvckp'yj g'tgswkukvg'r gtuqppgn"
eqo r gvgpeg.'unkm'cpf "tguqwtegu'pgeguuct{ "vq'r tqxkfg'cpf "o ckpvckp'yj g'r tqfwevu'cpf "ugtxkegu'wpfgt'yj ku"
Ci tggo gpv0'

70'Rtkeg"
Rtkekpi "ku'r tqxkfgf "kp'Gzj kdkv'F 0""

"

"

"

I oqdcn'Dwukpguu'Uqnwkqpu."Kpe0'ó"4622"Y guv'O lej li cp'Cxg0'Uwkvg'%6."Rgpuceqnc."HN'54748"ó": 72/; 66/979; "
Rc i g "~7""27423; 4242""

Gbsi

CURRICULUMN LICENSE AGREEMENT

30 EWUVQO GT "cempqy ngfi gu'\yj cv'\yj ku'ku'qpn{ 'c'hko kgf 'pqpgzenwukxg'hkegpug0I DUK'ku'cpf 'tgo ckpu'\yj g" qy pgt'qh'cm'ikvngu.'tki j vu.'tki j vu.'tki j wu. 'tki j w. 'cpf 'kpvgtguru'kp'\yj g'ewttkewnwo 0""

"

40 I DUK'tgvckpu'\yj g'tki j v'\q'f gnkxgr. 'r tgugpv.'f wr nkecvg. 'cpf lqt 'kpuvtwev'ku'ewttkewnwo "cpf "ku'eqo rqpgpvu0" Hwtvj gr. 'EWUVQO GT "ci tggu'cpf "cempqy ngfi gu'\yj cv'cp'\f gxgnqr gr'qh'c'eqwtug'qr 'encuu'j cu'\yj g'tki j v' \q'f gnkxgr. 'r tgugpv.'f wr nkecvg. 'cpf lqt 'kpuvtwev'\yj cv'eqwtug'qr 'encuu0"

"

50 I DUK'i tcpu'EWUVQO GT. 'hqr '\yj g'\vgro "qh'\yj g'Ci tggo gpv.'j gtgvq'y j kej "\yj ku'Ewttkewnwo "Nkegpug" Ci tggo gpv'ku'cwuej gf. 'c'pqp/gzenwukxg. 'pqp/cuuki pcdng'tki j v'cpf "nkegpug'\q'f gnkxgr.'r tgugpv'cpf lqr " kpuvtwev'I DUK'u'eqr {tki j vgf 'ewttkewnwo "\q'EWUVQO GT "encuuqqo u'cu'f guetkdgf "kp'\yj g'Ueqr g"qh' Ugtxkegu'Gzj kdkv0"""Vj ku'hkegpug'ku'gzr tguun{ 'hko kgf "\q'ukg'hqecvkqpu'f gvgto kpgf "d{ 'EWUVQO GT. " kpxqkegf "cpf 'r ckf '\q'I DUK0"Vj g'pwo dgr 'qh'uko wncpgqwu'ukgu'uj cm'pqv'gzeggf "\yj g'pwo dgr 'kpxqkegf " cpf 'r ckf '\q'I DUK0"""

"

60 Pq'qo kuukqpu.'cf f kkqpu.'qr 'ej cpi gu'ukj cm'dg'o cf g'\q'I DUK'u'eqr {tki j vgf 'ewttkewnwo "y kyj qw'r tkqr " cr r tqxcn'qh'I DUK0"

"

70 EWUVQO GT "cempqy ngfi gu'cpf "ci tggu'\yj cv'I DUK'ku'\yj g'uqng'qy pgr 'qh'ku'ewttkewnwo ""cpf "cp{ " eqr {tki j vgf 'kpuvtwevkqpcn'o cvgtkcn'\yj cv'ctg'r ctv'qh'\yj g'ewttkewnwo .'kpenwfkpi "dw'pqv'hko kgf '\q'\yj ku' fqewo gpv.'cp{ 'cpf 'cm'qyj gr 'gngevtqpke'f qy pncf gf 'f qewo gpu.'r tgugpvcvkqp'hkngu.'kpuvtwevqr o cvgtkcnu.' uwf gpvo cvgtkcnu.'qpnkpg'eqpvgpv.'gzco kpcvkqp'cpf 's wk{ 's wguvkqpu'cpf 'cpuy gru.'xkuwcn'ckfu.'xkf gqu.' uwf gpv'j cpf qwu.'uwr r qtv'tghgtgpeg'o cvgtkcnu.'ncdu'cpf 'qyj gr 'gf wecvkqpcn'ewttkewnwo "kvgo u0"

"

80 Pq'I DUK'ewttkewnwo .'y j qng'qr 'kp'r ctv.'kpenwfkpi "dw'pqv'hko kgf '\q'r tgugpvcvkqp'hkngu.'gngevtqpke" f qy pncf gf 'f qewo gpu.'kpuvtwevqr o cvgtkcnu.'uwf gpvo cvgtkcnu.'qpnkpg'eqpvgpv.'qr 'qyj gr 'eqwtug" o cvgtkcnu'qy pgf 'cpf 'eqr {tki j vgf 'd{ 'I DUK'o c{ 'dg'wugf 'kp'\yj g'etgcvkqp'qh'c'pgy "qr 'cf cr vgf 'eqwtug'd{" EWUVQO GT "hqr 'vgcej kpi .'kpuvtwevkqp.'qr 'f kuvtkdwkqp'y kyj qw'y rkvgp'r gro kuukqp'd{ 'cp'cwyj qrk| gf " qhhkegr 'qh'I DUK0"

"

90 EWUVQO GT "ku'cwyj qrk|gf '\q'r tqxkfg'wr f cvgf 'eqwtug'o cvgtkcnu'\q'eqwtug'r ctvkekr cpvu'cpf 'kpeqr r qtcvg" kpuvtwevkqp'qh'ej cpi gu'\q'eqwtug'ewttkewnwo "cpf "eqpvgpv'r tqxkfgf 'yj cv'I DUK'ku'pqkhkgf "kp'y rkvkpi "cpf " kp'cf xcpeg'qh'\yj g'ej cpi gu'\q'dg'kpeqr r qtcvgf 0"

"

:0 EWUVQO GT "o c{ 'r tqxkfg'eqr {tki j vgf 'ewttkewnwo "\q'c'i wguv'kpuvtwevqr 'y j q'ku'r tgr ctkpi "\q'\vgcej 'c" ur gekhke'eqwtug'qh'kpuvtwevkqp=j qy gxgr. 'yj g'gpvktg.'eqo r ngvg'ewttkewnwo "o c{ 'pqv'dg'i kxgp'\q'i wguv' kpuvtwevqru'y kyj qw'I DUK'u'y rkvgp'cr r tqxcn0"

"

;0 Cm'r tgugpvcvkqp.'f gnkxgr{.'kpuvtwevqp'cpf lqr 'wug'qh'\yj g'kpuvtwevkqpcn'o cvgtkcnu'uj cm'eqphqro "\q'\yj g" j ki j guv'uvcpf ctf u'qh's wcnkv{.'gzr gevcvkqp.'r qnke{.'cpf 'r gr hqro cpeg'cu'f ghkpgf 'd{ 'I DUK0EWUVQO GT " ci tggu'cpf "cempqy ngfi gu'kv'ukj cm'dg'\yj g'uqng'tki j v'qh'I DUK'\q'go r nq{ 'cp{ 'cpf 'cm'pgeguuct{ 'o gcpu'\q" r tqvgev.'r tgugrxg'cpf 'o ckpvckp'\yj g'j ki j guv'ngxgnu'qh'kpvgi tky{ 'cpf 'r tqhguukqpcnkuo "kp'r tqxkfkpi "\yj g" kpuvtwevkqpcn'o cvgtkcnu'\q'\yj g'EWUVQO GT "cpf 'ku'cwfkgpeg0"

"

320 EWUVQO GT "ci tggu'cpf "cempqy ngfi gu'\yj cv'pq'y ckxgr 'qh'\yj g'tki j v'\q'co gpf .'ej cpi g.'cmgr. 'f gngvg." cf f .'tgo qxg'qr 'tgr nceg'cp{ 'cpf 'cm'qh'\yj g'kpuvtwevkqp'o cvgtkcnu'ku'o cf g'd{ 'I DUK'\q'cp{ 'qpg'r gtuqp'qr " gpvkv{ 'cu'\yj g'tguwn'qh'ku'Ewttkewnwo "Nkegpug'Ci tggo gpv0"

Gbsi

"
"""

ACCELETRAIN® LICENSE AGREEMENT

30 EWUVQO GT "cempqy ngfi gu'\j cv'\j ku'ku'qpn{'c'hko kgf "pqpgzenwukxg"ngegpug0I DUKku'cpf "tgo ckpu'\j g" qy pgt"qh'cnn'\kvngu.'tki j vu.'cpf "kpvgtguv'kp'CEEGNGVTCKP Ì 0""

"

40 I DUKi tcpvu'EWUVQO GT.'hqt'\j g'\tgto "qh'\j g'Ci tggo gpv.'j gtgvq'y j kej '\j ku'CEEGNGVTCKP Ì " Nkegpug'Ci tggo gpv'ku'cwcej gf .'c'pqp/gzenwukxg."pqp/cuuki pcdng'tki j v'cpf "ikegpug'\q'wug'\j g" CEEGNGVTCKP Ì "uqhwy ctg'cu'f ghkpgf "kp'\j g'Ueqr g'qh'Ugtxkeg'Gzj kdkv0""

"

50 Vj ku'ikegpug'ku'gzr tguun{'iko kgf "\q'ukg'iqecvkqpu'f gvgto kpgf "d{'EWUVQO GT.'kpxqkegf 'cpf "r ckf '\q' I DUK0"Kf'EWUVQO GT "f guktgu'\q'cf f "o qtg'ukg'iqecvkqpu.'kv'uj cni'pqvkh{'I DUKqh'uwej 'hccv.'r tqxkf g' I DUKy kj '\j g'ukg'iqecvkqp'pco g.'cf f tguu'cpf "eqpvcev'kphqto cvkqp'\q'dg'cf f gf .'cpf "ci tgg'\q'r c{'\j g" cf f kkqpcn'ikegpug'hgg'tgs wktgf "kp'\j g'Rtkeg'Gzj kdkv0""

"

60 **Nko kgf "Y cttcpv{0"** I DUKy cttcpvu'\j cv'\j g'r j {ukecn'o gf kwo "qp'y j kej '\j g'CEEGNGVTCKP Ì " uqhwy ctg'o c{'dg'f kuvtkdwvgf "ku'htgg'htqo "f ghgevu'kp'o cvgtkcn'cpf "y qtmo cpuj kr 0"Wpf gt'pqto cn'wug." \j g'CEEGNGVTCKP Ì "uqhwy ctg'uj cni'r gthqto "ceeqtf kpi '\q'ku'r tkpvgf "f qewo gpvcvkqp.'cpf "\q'\j g'dguv' qh'I DUKu'npqy ngfi g'EWUVQO GTøu'wug'qh'\j g'CEEGNGVTCKP Ì "uqhwy ctg'ceeqtf kpi '\q'\j g'r tkpvgf " f qewo gpvcvkqp'ku'pqv'cp'kphtkpi go gpv'qh'cp{'\j ktf 'r ctv{øu'kpvgngevwcn'r tqr gtv{'tki j vu0"

"

VJ G'CDQXG/UVCVGF "NKO KVGF "Y CTTCP V["TGRNCEGU'CNN'QVJ GT'Y CTTCP VKGU." GZRTGUU'QT "KO RNKGF .'CP F "NKEGP UQT 'F KUENCKO U'CNN'KO RNKGF "Y CTTCP VKGU" KP ENWF KP I "CP ["KO RNKGF "Y CTTCP V["QH'VKVNG.'O GTEJ CP VCDKNKV[." P QP KP HTKP I GO GP V."QT 'QH'HKVP GUU'HQT 'C 'RCTVKEWNCT 'RWTRQUG0"

"

P q'ci gpv'qh'I DUKku'cwj qtk|gf '\q'o cmg'cp{'qvj gt'y cttcpvkgu'qt'\q'o qf kh{'\j ku'iko kgf 'y cttcpv{0"

"

70 Kp'ecug'qh'c'dtgcej 'qh'\j g'Nko kgf "Y cttcpv{.'EWUVQO GT "u'gzenwukxg'tgo gf {'ku'cu'hqnqy u<' EWUVQO GT "uj cni'tgwtp'cni'eqr kgu'qh'\j g'CEEGNGVTCKP Ì "uqhwy ctg'\q'I DUK'cnqpi 'y kj 'r tqqh'qh' r wtej cug0'I DUKuj cni'gkj gt'ugpf 'EWUVQO GT "c'tgr ncego gpv'eqr {'qh'\j g'uqhwy ctg'qt'kuuwg'c'hwni' tghwpf 0'

"

80 P qy kj uvcpf kpi '\j g'hqtgi qkpi .'I DUKKU'P QV'NKCDNG'VQ'EWUVQO GT 'HQT 'CP ['F CO CI GU." KP ENWF KP I 'EQO RGP UCVQT [."URGEKCN."KP EKF GP VCN."GZGO RNCT [."RWP KVKXG."QT ' EQP UGS WGP VKCN'F CO CI GU.'EQP P GEVGF "Y KVJ 'QT 'TGUWNVKP I 'HTQO "VJ KU'NKEGP UG" CI TGGO GP V'QT 'EWUVQO GT)U'WUG'QH'VJ KU'UQHVY CTG0EWUVQO GTøu'lwtkuf kevkqp'o c{' pqv'cnqy 'uwej 'c'iko kcvkqp'qh'f co ci gu.'uq'\j ku'iko kcvkqp'o c{'pqv'cr r n{0'

"

90 Cp{'ko r tqxgo gpvu'qt'o qf khkecvkqpu'o cf g'd{'I DUK\q'\j g'uqhwy ctg'uj cni'dg'r tqo r vn{'r tqxkf gf '\q' EWUVQO GT "cpf 'uj cni'dg'cwq o cvkecn{'kpenwf gf 'kp'\j ku'CEEGNGVTCKP Ì 'Nkegpug'Ci tggo gpv0'

"

:0 I DUKo c{'vgto kpcvg'\j ku'ikegpug'cv'cp{'\ko g.'y kj qw'r tkqt'pqvkeg'\q'EWUVQO GT.'kh'EWUVQO GT " hcknu'\q'eqo r n{'y kj '\j g'\gto u'qh'\j ku'CEEGNGVTCKP Ì "Nkegpug'Ci tggo gpv0"

"

;0 Wr qp'gzr ktcvkqp'qt'\gto kpcvkqp'qh'\j ku'CEEGNGVTCKP Ì "Nkegpug'Ci tggo gpv.'cni'tki j vu'i tcpvgf '\q' EWUVQO GT "wpf gt'\j ku'ci tggo gpv'uj cni'\gto kpcvg'cpf "ko o gf kcvgn{ 'tgxgtv'\q'I DUK'cpf "EWUVQO GT " uj cni'f kueqpvkpwg'cni'wug'qh'\j g'uqhwy ctg0"

"

ESTIMATE

Global Business Solutions, Inc.
2400 W. Michigan Ave, Ste. 4
Pensacola FL 32526 US

DATE	DUE	ESTIMATE #
12/9/2020	12/29/2020	PBP0113

BILL TO

City of Pembroke Pines
601 City Center Way
3rd Floor - Suite 303
Pembroke Pines FL 33025

SHIP TO

DESCRIPTION	QTY	RATE	AMOUNT
ACCELETRAIN:CURRICULUM:CYBERSEC230 The CYBERSEC230 Cybersecurity curriculum package maps to the Cybersecurity Career Pathway. The following items are included and designed to help teachers plan, customize and effectively deliver this Cybersecurity Career Pathway courses, including: ☐ Lesson plans that are mapped to the Florida and Georgia Department of Education (DOE) Applied Cybersecurity Framework, Next Generation Science Standards ☐ Instructor book with lecture slides ☐ Grading rubric for lab work ☐ Module quizzes, mid-term exam and final exam This is a one year, unlimited student, site license for one district school	1.00	5,500.00	5,500.00
ACCELETRAIN:CURRICULUM:CYBERSEC230:CYB230-BOOK The CYBERSEC 230 curriculum is taught over a two-semester school year. During the course, students will also prepare for the CompTIA IT Fundamentals industry certification test and with teacher approval, have the opportunity to take the certification test. The curriculum plans and supporting labs are mapped to the student textbooks. The price includes a printed and digital version of the student textbook.	0.00		0.00
ACCELETRAIN:CURRICULUM:CYBERSEC230:CYB230- Labs Cloud-based Hosting and Managed Services for Course Labs and Certification Test Preparation Software. GBSI manages the hardware, software and licensing for the course hands-on performance labs and certification test preparation software. This service is offered to save your school costs related to software licensing, equipment and technical support. This is a 12 month, 30 simultaneous connections, right to use license.	1.00	2,250.00	2,250.00
ACCELETRAIN:CURRICULUM:CYBERSEC305 This course is the second in a two-part series that prepares students for a cybersecurity career supporting core Information Technologies (IT). The CYBERSEC230 Cybersecurity curriculum package maps to the Cybersecurity Career Pathway. The following items are included and designed to help teachers plan, customize and effectively deliver this Cybersecurity Career Pathway courses, including: ☐ Lesson plans that are mapped to the Florida and Georgia Department of Education (DOE) Applied Cybersecurity Framework, Next Generation Science Standards ☐ Instructor book with lecture slides ☐ Grading rubric for lab work ☐ Module quizzes, mid-term exam and final exam This is a one year, unlimited student, site license for one district school	1.00	5,500.00	5,500.00

ESTIMATE

Global Business Solutions, Inc.
2400 W. Michigan Ave, Ste. 4
Pensacola FL 32526 US

DATE	DUE	ESTIMATE #
12/9/2020	12/29/2020	PBP0113

BILL TO

SHIP TO

City of Pembroke Pines
601 City Center Way
3rd Floor - Suite 303
Pembroke Pines FL 33025

DESCRIPTION	QTY	RATE	AMOUNT
ACCELETRAIN:CURRICULUM:CYBERSEC305:CYB-305 Book CYBERSEC 305 Cybersecurity Student Textbooks. Print and Digital Version. The CYBERSEC 305 curriculum is one school year course. During the course, students will also prepare for the CompTIA A+ 1002 industry certification test and with teacher approval, have the opportunity to take the certification test. The curriculum plans and supporting labs are mapped to the student textbooks. The price includes a printed and digital version of the student textbook.	0.00		0.00
ACCELETRAIN:CURRICULUM:CYBERSEC305:CYB-305 Labs Cloud-based Hosting and Managed Services for Course Labs and Certification Test Preparation Software. GBSI manages the hardware, software and licensing for the course hands-on performance labs and certification test preparation software. This service is offered to save your school costs related to software licensing, equipment and technical support. This is a 12 month, 30 simultaneous connections, right to use license.	1.00	2,250.00	2,250.00
ACCELETRAIN:CYBERSEC320:Curriculum The CYBERSEC320 cybersecurity curriculum package maps to the Cybersecurity Career Pathway. The following items are included and designed to help teachers plan, customize and effectively deliver this Cybersecurity Career Pathway courses, including: ☐ Lesson plans that are mapped to the Florida and Georgia Department of Education (DOE) Applied Cybersecurity Framework, Next Generation Science Standards ☐ Instructor book with lecture slides ☐ Grading rubric for lab work ☐ Module quizzes, mid-term exam and final exam This is a one year, unlimited student, site license for one district school	1.00	5,500.00	5,500.00
ACCELETRAIN:CYBERSEC320:CYB320-Book CYBERSEC 320 Cybersecurity Student Textbooks. Print and Digital Version. The CYBERSEC 320 curriculum is one school year course. During the course, students will also prepare for the CompTIA IT Fundamentals industry certification test and with teacher approval, have the opportunity to take the certifcaiton test. The curriculum plans and supporting labs are mapped to the student textbooks. The price includes a printed and digital version of the student textbook.	30.00	89.95	2,698.50
ACCELETRAIN:CYBERSEC320:CYB320-Labs Cloud-based Hosting and Managed Services for Course Labs and Certification Test Preparation Software. GBSI manages the hardware, software and licensing for the course hands-on performance labs and certification test preparation software. This service is offered to save your school costs related to software licensing, equipment and technical support. This is a 12 month, 30 simultaneous connections, right to use license.	1.00	2,250.00	2,250.00
ACCELETRAIN:Collaboration License ACCELETRAIN® Collaboration License, Support and Training.	0.00		0.00

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2400 W. Michigan Ave, Ste. 4
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	DATE	DUE	ESTIMATE #
	12/9/2020	12/29/2020	PBP0113

BILL TO

City of Pembroke Pines
601 City Center Way
3rd Floor - Suite 303
Pembroke Pines FL 33025

SHIP TO

DESCRIPTION	QTY	RATE	AMOUNT
ACCELETRAIN:SERVICES:Instructional Support Services			
Cybersecurity Instructional Support Services. Teacher Professional Development Support. GBSI cybersecurity teachers and industry certified experts will provide curriculum, lab and delivery support. This is an optional service. We recommend at least 30 hours per semester of support for first year teachers that are new to the curriculum. Hours breakdown: 120 hours for CyberSEC320 and 60 hours for CyberSEC 305	180.00	95.00	17,100.00
ACCELETRAIN ADDONS:CYB-VCH-ITF+			
CompTIA ITF+ voucher: 2 classes of year 1 students = 60 vouchers and 3 classes of Year 2 students = 85 students. TOTAL 145 ITF vouchers	145.00	123.00	17,835.00
ACCELETRAIN:MTA Voucher			
MTA Network Fundamentals	30.00	125.00	3,750.00
ACCELETRAIN ADDONS:CYB-VCH-Network			
Certification Test Voucher for CompTIA Network+	15.00	329.00	4,935.00

		TOTAL	**69,568.50**

Pensacola, FL Office
TEL: 850.944.7579
TOLL FREE: 877.446.4274
FAX: 850.944.3232
2400 West Michigan Avenue, Suite #4
Pensacola, FL 32526

Gbsi

Global Business Solutions, Inc.

www.gbsi.com   IT Solutions For The Enterprise

January 11, 2021

Ms. Pearl Moses
Director of Student Services,
Charter Schools
Academic Village Campus
17189 Sheridan Street
Pembroke Pines, FL 33331

Ref: <u>Sole Source Statement</u>

Dear Ms. Moses:

This letter is to confirm that the GBSI ACCELETRAIN® Broadcast Classroom, GBSI ACCELETRAIN® Collaborative Learning Environment (CLE), GBSI Cybersecurity Curriculum Packages and GBSI Services and Support are sole source products and services, engineered, furnished, assembled, sold, distributed and supported exclusively by GBSI. No division of GBSI, nor any other company, offers a similar product. These products must be purchased by institutions directly from GBSI. There are no agents or dealers authorized to sell this product.

GBSI' ACCELETRAIN® CLE products are the result of eleven years of design, integrated engineering and testing of sophisticated commercial off the shelf computer hardware and software, communication equipment, audio and video components and learning technologies.

ACCELETRAIN®'s broadcast and interactive capability is a function like video teleconferencing (VTC). However, ACCELETRAIN® uses patented Adaptive Video Layering technology to optimize video signals and eliminate packet signal loss.

At the core of the ACCELETRAIN®'s solution is a managed service supporting the dynamic teaching environment and active response collaboration tools ideally configured to support face-to-face learning across distances, which is synonymous to classroom learning.

The ACCELETRAIN® products are not available for purchase from a single vendor and as an integrated learning solution, no product like ACCELETRAIN® is known to exist in the market place.

ACCELETRAIN®
COLLABORATIVE LEARNING ENVIRONMENT

ACCELETRAIN® is a registered trademark of Global Business Solutions, Inc. (GBSI)

Global Business Solutions, Inc.

GBSI Cybersecurity Curriculum Packages align with industry and government cybersecurity standards, state and national cybersecurity frameworks and include everything a teacher needs to plan, customize and effectively deliver a cybersecurity Career and Technical Education (CTE) Program.

Program alignment includes:
- DOD Cybersecurity Information Assurance Workforce Development Program (currently DoDD 8140)
- Comprehensive National Cybersecurity Initiative (CNCI)
- National Initiative for Cybersecurity Education Framework (NICE)
- Florida Department of Education (DOE) Cybersecurity Framework
- Florida DOE Gold Standard Career Pathways Articulation Agreements of Industry Certifications
- Next Generation Science Standards

Package resources include:
- Lesson plans mapped to the FLDOE Applied Cybersecurity Framework
- Instructor book with lecture slides
- Pacing plan and program schedule
- Cloud-based hands-on performance labs
- Grading rubric for lab work
- Module quizzes, mid-term exam and final exam
- Certification test practice question
- Supplemental resources and extracurricular activities

GBSI Cybersecurity Curriculum Packages are not available for purchase from a single vendor and as a cybersecurity industry supported integrated learning solution, no cybersecurity curriculum products like GBSI's Cybersecurity Curriculum Packages are known to exist in the market place.

Sincerely,

Erin Ramos
Cyber Programs Manager

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	Kathy Howard, CIC		
McMahon-Hadder Insurance, Inc.		PHONE (A/C, No, Ext): (850) 484-7011		FAX (A/C, No): (850) 474-5201	
11 W Garden St		E-MAIL ADDRESS: kathy@mcmahonhadder.com			
		INSURER(S) AFFORDING COVERAGE			NAIC #
Pensacola FL 32502		INSURER A : Ace Property & Casualty Insurance Co			

INSURED		
Global Business Solutions, Inc.	INSURER B : Chubb Indemnity Ins Co	12777
2400 W. Michigan Ave	INSURER C : Underwriters at Lloyd's	
Suite 4	INSURER D :	
	INSURER E :	
Pensacola FL 32526	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 21-22 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER:	Y		D94682216	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			D94682216	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			D94682228	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	(20) 7177-42-15	01/01/2021	01/01/2022	☐ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Cyber Liability/Professional Liability			1132612	04/03/2020	04/03/2021	Technology Serv Liability	1,000,000
							Security & Privacy Liab	1,000,000
							Deductible	10,000 per claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured with respect to general liability subject to written contract requirement.

CERTIFICATE HOLDER	CANCELLATION
City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *Leslie Jann*

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

FIRST AMENDMENT TO TRAINING SERVICES AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND GLOBAL BUSINESS SOLUTIONS, INC.

THIS IS AN AGREEMENT ("Agreement"), dated this _16th_ day of _September_ 2020, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CUSTOMER",

and

GLOBAL BUSINESS SOLUTIONS, INC., a for profit corporation as listed with the Florida Division of Corporations, with a business address of **2400 West Michigan Ave., Suite #4, Pensacola, FL 32526**, hereinafter referred to as "GBSI". "CUSTOMER" and "GBSI" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **July 19, 2019,** CUSTOMER and GBSI entered into the Original Agreement ("Original Agreement") to provide GBSI cybersecurity curriculum, hands-on labs, industry certification test preparation, instructional services, ACCELETRAIN® software license and classroom collaboration equipment for an initial **two (2) year period,** commencing on **July 1, 2019** and expiring on **June 30, 2021;** and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of Original Agreement; and,

WHEREAS, the Parties desire to amend the scope of Original Agreement to include the provision of CompTIA A+ Testing Vouchers in accordance with the terms and conditions set forth herein.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 7 of the Original Agreement entitled "Price" is hereby amended as set forth below:

"7.   Price

The Price for the goods and services that are the subject of this Agreement are attached hereto as "Exhibit F" (Quote PBP0105 and PBP0205) and "Exhibit F-2" (Quote PBP0307) of this Agreement, and by this reference incorporated herein."

SECTION 3. During the performance of this Agreement, neither the GBSI nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. GBSI will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GBSI agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. GBSI further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this non-discrimination clause.

SECTION 4. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that GBSI is an independent contractor pursuant to Original Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. GBSI shall retain sole and absolute discretion in the judgment of the manner and means of carrying out GBSI's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of GBSI, which policies of GBSI shall not conflict with City, State, or United States policies, rules or regulations relating to the use of GBSI's funds provided for herein. GBSI agrees that it is a separate and independent enterprise from the Customer, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Agreement shall not be construed as creating any joint employment relationship between Customer and GBSI and the Customer will not be liable for any obligation incurred by GBSI, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement

and are incorporated herein by reference.

SECTION 8. This Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SECTION 9. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

MARLENE D. GRAHAM,
CITY CLERK

9/17/20

APPROVED AS TO FORM

Print Name: Quentin Morgan 9.17.2020
OFFICE OF THE CITY ATTORNEY

CUSTOMER:

CITY OF PEMBROKE PINES

BY: _____
CHARLES F. DODGE
CITY MANAGER

GBSI:

GLOBAL BUSINESS SOLUTIONS, INC.

Signed By: _____

Print Name: Erin Ramos

Title: Training Services PM

{00390860.1 1936-7601851}

3 of 3

GLOBAL BUSINESS SOLUTIONS, INC.
2400 West Michigan Ave., Suite #4
Pensacola, FL 32526
rramos@gbsi.com
850-944-7579 office
850-944-3232 fax

Part Number	Product	DESCRIPTION	QTY	PRICE	EXTENDED PRICE
CYB-TestVoucher	CompTIA A+	CompTIA A+ testing vouchers. Pearson Vue testing vouchers are valid for one year after purchase date and may be used for either A+ exams	60	$226.00	$13,560.00
TOTAL					$13,560.00

City of Pembroke Pines, FL

Agenda Request Form

Agenda Number: 7.

File ID: 20-0673	**Type:** Agreements/Contracts	**Status:** Passed
Version: 1	**Agenda Section:**	**In Control:** City Commission
		File Created: 09/08/2020
Short Title: FY2020-21 GBSI Cybersecurity Program		**Final Action:** 09/16/2020

Title: MOTION TO APPROVE THE AMENDED MASTER AGREEMENT WITH GLOBAL BUSINESS SOLUTIONS, INC., TO INCLUDE THE PURCHASE OF TESTING VOUCHERS IN AN AMOUNT NOT TO EXCEED $13,560, AND AMEND THE AGREEMENT TO AN ANNUAL AMOUNT NOT TO EXCEED $90,722 PURSUANT TO SECTION 35.28(B) OF THE CITY'S CODE OF ORDINANCES.

*Agenda Date: 09/16/2020

Agenda Number: 7.

Internal Notes:

Attachments: 1. Exhibit 1. Section 1003.491- Florida Career and Professional Act, 2. Exhibit 2. GBSI Commission Approval 2019-2020, 3. Exhibit 3. GBSI Cybersecurity Master Agreement with 1st Amendment and Quote

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1	City Commission	09/16/2020	approve		Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Castillo

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.28 of the City's Code of Ordinances is titled "CHANGE ORDERS."

- Section 35.28(B) states that "Notwithstanding the provisions of (A) above, the City Manager is not authorized to approve a change order without authorization of the City Commission where the initial purchase required the City Commission's approval and where the sum of all change orders issued under the contract exceeds 5% of the original contract amount or $25,000.

SUMMARY EXPLANATION AND BACKGROUND:

1. The Florida Career and Professional Education Act was created to provide a statewide planning partnership between business and education communities, to expand and retain high-value industry, and sustain a vibrant state economy (See Exhibit #1- Section 1003.491-Florida Career and Professional Education Act).

2. In school year 2019-2020, the Academic Village Charter School (AVCS), in partnership with Global Business Solutions Inc. (GBSI), established a cybersecurity program where AVCS students can enroll in courses that provide curriculum and resources specific to the Florida Department of Education Cybersecurity Framework and accordance with the Florida Career and Professional Education Act. Students that participate in the AVCS Cybersecurity Program can test for industry certification.

3. On June 19, 2019, City Commission approved the purchase of a cybersecurity curriculum package, professional development, software licenses, computer hardware, and textbooks from GBSI for a total amount of $77,162 (See Exhibit 2. GBSI Commission Approval 2019-2020).

4. Not included in the 2019-2020 GBSI purchase were testing vouchers. AVCS students that participate in the cybersecurity program need the testing vouchers in order to take the industry certification exams after completion of the program. Each testing voucher costs $226 each, and the AVCS is projecting that they will need 60 testing vouchers for a total amount of $13,560 (See Exhibit 3. GBSI Cybersecurity Master Agreement with 1st Amendment and Quote).

5. The testing voucher purchase would exceed the $77,162 commission approved amount by $13,560, a 17.57%. The current agreement with GBSI was amended to include the purchase of the testing vouchers (See Exhibit 3. GBSI Cybersecurity Master Agreement with 1st Amendment and Quote).

6. Request City Commission approve the amended master agreement with Global Business Solutions, Inc. to include the purchase of testing vouchers in an amount not to exceed $13,560, and amend the agreement to an annual amount not to exceed $90,722, pursuant to Section 35.28(B) of the City's Code of Ordinances.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** $13,560
b) **Amount budgeted for this item in Account No:** $13,560 budgeted in the AVCS Testing Materials Account 172-569-5053-52182-5300-519
c) **Source of funding for difference, if not fully budgeted:** Not Applicable
d) **5 year projection of the operational cost of the project**: Not Applicable
e) **Detail of additional staff requirements:** Not Applicable

TRAINING SERVICES AGREEMENT

This Training Services Agreement, (hereafter referred to as "Agreement") is entered into as of this 19th day of June, 2019 by and between **Global Business Solutions, Inc.** (hereafter referred to as "GBSI"), a Florida corporation with offices at 2400 W. Michigan Avenue, Ste. #4, Pensacola, FL 32526 and the **City of Pembroke Pines** (hereafter referred to as ("CUSTOMER"), a municipal corporation of the State of Florida having its principal place of business at 601 City Center Way, Pembroke Pines, FL 33025. GBSI and CUSTOMER collectively referred to hereafter as "Parties".

Whereas there is a national shortage and crisis mounting for a skilled and qualified workforce in the field of Cyber Security;

Whereas the CUSTOMER supports the vision of a vibrant economy with a technically skilled and educated workforce attracting industry to propel the CUSTOMER's economic and workforce development;

Whereas the CUSTOMER has staff dedicated to the development of cyber education; provides professional learning opportunities across its Charter Schools ("School"); conducts Career Technical Education program operations; and supports Science Technology Engineering Math (STEM) education and career pathways;

Whereas GBSI has expertise in cyber, computer science, and STEM education, as exhibited by the development of a robust library of curricula, hands-on professional development model, and informal educational programs;

Whereas GBSI would like to promote its curricula resources, professional development services, and informal educational programs for teachers and students in the School;

Upon acceptance of this Agreement, and payment of the training services fee, and during the term of this Agreement, GBSI and CUSTOMER hereto agree as follows:

1. Duration of Agreement
   The term of this Agreement shall be from **July 1st, 2019 to June 30th, 2021.**

2. Scope of Services
   The Scope of Services is attached hereto as Exhibit A) of this Agreement and by this reference, incorporated herein.

3. Curriculum License Agreement
   The Curriculum License Agreement is attached hereto as Exhibit B) of this Agreement and by this reference, incorporated herein.

4. ACCELETRAIN® Classroom Equipment Package
   The ACCELETRAIN® Equipment Package is attached hereto as Exhibit C) of this Agreement and by this reference, incorporated herein.

5. ACCELETRAIN® License Agreement
   The ACCELETRAIN® License Agreement is attached hereto as Exhibit D) of this Agreement and by this reference, incorporated herein.

6. ACCELETRAIN® Classroom Equipment Warranty

Gbsi

TRAINING SERVICES AGREEMENT

The ACCELETRAIN® Equipment Warranty is attached hereto as Exhibit E) of this Agreement and by this reference, incorporated herein.

7. Price
The Price for the good and services that are the subject of this Agreement are attached hereto as Exhibit F) (QuotePBP0105 and Quote PBP0205) of this Agreement and by this reference incorporated herein.

8. Payment
   a) CUSTOMER shall remit payments directly to GBSI at: 2400 W. Michigan Ave., Suite 4 Pensacola, FL 32526.

   b) If applicable, CUSTOMER SHALL PAY GBSI, in accordance with the payment schedule outlined in the Scope of Services attachment.

      a. GBSI will send CUSTOMER an invoice for fees and expenses upon the CUSTOMER's acceptance of goods and services. Payment is due thirty (30) days after the date of the CUSTOMER's acceptance of the goods and services. Late payment(s) will be subject to interest charges of 1.5% per month on the unpaid balance or such rate as may be required by applicable law.
      b. The currency of account and the currency of payment for any sum to be paid by CUSTOMER to GBSI will be US Dollars.
      c. In addition to any other right or remedy provided by law, if CUSTOMER defaults on any payment after the due date, GBSI has the option to treat such failure to pay as a material breach of the Agreement and may seek other remedies as described below under "Dispute Resolution."

   c) All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

9. Limitations on Authority
In performing these services, GBSI shall be an independent contractor, not an employee or agent of CUSTOMER. Neither CUSTOMER nor GBSI shall have the right or authority to make or undertake any promise, warranty, or representation, to execute any contract, or otherwise to assume any obligation or responsibility in the name or on behalf of the other unless specifically authorized in writing by an authorized official of the other party.

10. Termination for Convenience: This Agreement may be terminated by CUSTOMER for convenience, upon three (3) business days of written notice by the CUSTOMER to GBSI for such termination in which event GBSI shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that GBSI abandons this Agreement or causes it to be terminated, GBSI shall indemnify CUSTOMER against loss pertaining to this termination.

Default by GBSI: In addition to all other remedies available to CUSTOMER, this Agreement shall be subject to cancellation by CUSTOMER for cause, should GBSI neglect or fail to perform or observe any of the terms,

provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of ten (10) days after receipt by GBSI of written notice of such neglect or failure.

11. Hold Harmless

11.1 GBSI shall indemnify and hold harmless the CUSTOMER, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CUSTOMER or any third party arising out of, by reason of, or resulting from GBSI's acts, errors, or omissions or the failure of GBSI to take out and maintain insurance as required under this Agreement.

11.1 CUSTOMER shall indemnify and hold harmless GBSI, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CUSTOMER or any third party arising out of, by reason of, or resulting from abuse, neglect, misuse or unintended use of equipment, products or services provided by GBSI under this Agreement.

11.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section shall survive indefinitely.

11.3 CUSTOMER reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CUSTOMER.

11.4 Nothing contained herein is intended nor shall be construed to waive CUSTOMER's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

11.5 If an infringement of copyright, trademark or patent right claim by any person, firm or corporation is made against CUSTOMER for any product or service provided by GBSI and GBSI determines that the claim is not valid or substantiated, GBSI agrees to indemnify, defend, save and hold harmless the CUSTOMER, its officers, agents and employees, form all damages, liabilities, losses, claims, fines and fees. If and infringement of copyright, trademark or patent right by CUSTOMER, its officers, agents and employees is substantiated and determined to be valid, the CUSTOMER will be liable and responsible for any and all suits and actions of every name and description that may be brought against CUSTOMER, its officers, agents and employees, on account of any claims, fees royalties, or costs for any infringement of any and all copyrights or patent rights claimed by any person, firm or corporation.

12 Liability

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

a) By CUSTOMER: CUSTOMER agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope

TRAINING SERVICES AGREEMENT

of their employment and agrees to be liable for any damages resulting from said negligence. CUSTOMER becomes the owner of products purchased under this Agreement and assumes responsibility for use after installation, implementation and proper usage of those products by students and those in the employment of CUSTOMER.

b) By GBSI: GBSI agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. GBSI shall not be responsible for the negligent or misuse of products by students or those in the employment of CUSTOMER.

13. Insurance:

13.1 GBSI shall comply with the following insurance requirements throughout the term of this Agreement

13.2 GBSI shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CUSTOMER nor shall GBSI allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

13.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CUSTOMER's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

13.4 Policies shall be endorsed to provide the CUSTOMER thirty (30) days' notice of cancellation or GBSI shall obtain written agreement from its Agent to provide the CUSTOMER thirty (30) days' notice of cancellation.

13.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CUSTOMER. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, GBSI shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. GBSI shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. GBSI shall be liable to CUSTOMER for any lapses in service resulting from a gap in insurance coverage.

13.6 REQUIRED INSURANCE

13.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000

TRAINING SERVICES AGREEMENT

2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this Agreement.

The CUSTOMER of Pembroke Pines must be shown as an additional insured with respect to this coverage.

13.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of GBSI engaged in the performance of the scope of work associated with this Agreement shall be maintained by GBSI. In the case any work is sublet, GBSI shall require all subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by GBSI. Coverage for GBSI and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

If GBSI claims to be exempt from this requirement, GBSI shall provide CUSTOMER proof of such exemption along with a written request for CUSTOMER to exempt GBSI, written on GBSI letterhead.

13.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

13.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

13.6.5 CYBER LIABILITY including Network Security and Privacy Liability with a limit of liability of no less than $1,000,000 per loss. Coverage shall include liability arising from" theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attached or inability of an authorized third party to gain access to the services, including denial of service, and the introduction of a computer virus into, or otherwise

causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment under this Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the City of Pembroke Pines' Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

13.6.6   Sexual Abuse may not be excluded from any policy.

13.7   REQUIRED ENDORSEMENTS

13.7.1   The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein

13.7.2   Waiver of all Rights of Subrogation against the CUSTOMER

13.7.3   30 Day Notice of Cancellation or Non-Renewal to the CUSTOMER

13.7.4   GBSI's policies shall be Primary & Non-Contributory

13.7.5   All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CUSTOMER

13.7.6   The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

13.8   GBSI shall name the CUSTOMER, as an additional insured on each of the General Liability policies required herein and shall hold the CUSTOMER, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of or related to the services provided hereunder.

13.9   Any insurance required of GBSI pursuant to this Agreement must also be required for any and all subcontractors in the same limits and with all requirements as provided herein, including naming the CUSTOMER as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by GBSI and provided proof of such coverage is provided to CUSTOMER. GBSI and any subcontractors shall maintain such policies during the term of this Agreement.

14. Compliance with Law
It shall be GBSI's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state and federal agencies, as applicable; specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or licensee's with a Florida public school or district.

15. Waiver
No waiver by either party hereto of any default by the other party in the performance of any provision, condition, or requirement herein shall be deemed to be a waiver of, or in any manner release the party from performance of any other provision, condition, or requirement herein; nor shall it be deemed to be a waiver of, or in any manner a release of the other party from, future performance of the same provision, condition, or requirement.

16. Confidentiality

TRAINING SERVICES AGREEMENT

Confidential information refers to any data or information relating to GBSI, whether business or personal, which would reasonably be considered private or proprietary to GBSI and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to GBSI.

CUSTOMER agrees that they shall not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the CUSTOMER obtained, except as authorized by GBSI or as required by law including but not limited to Chapter 119, Florida Statutes. The obligations of confidentiality shall apply during the term of this Agreement and will survive indefinitely upon termination of the Agreement.

All written and oral information and material disclosed or provided by GBSI to CUSTOMER under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the CUSTOMER.

17. Intellectual Property

All intellectual property and related material that is developed or produced under this Agreement, is the sole property of GBSI. The use of the Intellectual Property by the CUSTOMER is restricted.

The CUSTOMER may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of GBSI. The CUSTOMER shall be responsible for any and all damages resulting from the unauthorized use of Intellectual Property.

18. Dispute Resolution

In the event a dispute arises with the Agreement, the Parties shall attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period, then outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, outstanding issues will be submitted to final and binding arbitration in accordance with the regulations set forth by the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by a court having jurisdiction within the State of Florida.

19. Publicity

The Parties agree that each party may use its name for purposes of GBSI and CUSTOMER references, advertising or promotional campaigns. The Parties agree that the other party may issue a press release or make a public announcement regarding this Agreement subject to the other party's right to review and prior approval of the relevant portions of such release or announcement containing reference to its name, which review, and approval will not be unreasonably withheld or delayed.

20. Modification of the Agreement

GBSI and CUSTOMER may modify this Agreement. A modification of this Agreement is only effective when the modification is reduced to written terms and signed by both GBSI and CUSTOMER with the same formality and of equal dignity herewith.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

TRAINING SERVICES AGREEMENT

22. Headings

All headings used in this Agreement are intended to aid GBSI and CUSTOMER in understanding the Agreement. The headings are not intended to serve as substantive terms.

23. Entire Agreement

This Agreement is the entire agreement of GBSI and CUSTOMER as related to the terms included in the Agreement. Other agreements or promises between the Parties pertaining to any terms of this Agreement are not effective unless GBSI and CUSTOMER modify and execute the agreement in writing.

24. Public Records

24.1   The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. GBSI shall comply with Florida's Public Records Law. Specifically, GBSI shall:

22.1.1   Keep and maintain public records required by the CUSTOMER to perform the service;

22.1.2   Upon request from the CUSTOMER's custodian of public records, provide the CUSTOMER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

22.1.3   Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, GBSI shall destroy all copies of such confidential and exempt records remaining in its possession after GBSI transfers the records in its possession to the CUSTOMER; and

22.1.4   Upon completion of the Agreement, GBSI shall transfer to the CUSTOMER, at no cost to the CUSTOMER, all of the CUSTOMER's public records in GBSI's possession. All of the CUSTOMER's records stored electronically by GBSI must be provided to the CUSTOMER, upon request from the CUSTOMER's custodian of public records, in a format that is compatible with the information technology systems of the CUSTOMER.

24.2   The failure of GBSI to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CUSTOMER may terminate the Agreement.

IF GBSI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GBSI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

<div align="center">

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com

</div>

TRAINING SERVICES AGREEMENT

25. <u>Ownership of Documents.</u> Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of the CUSTOMER whether or not the project for which they are made is completed. CUSTOMER hereby agrees to use GBSI's work product for its intended purposes.

26. <u>Records.</u> GBSI shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which GBSI expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CUSTOMER and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CUSTOMER of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

27. <u>Assignments; Amendments.</u> This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by GBSI without the prior written consent of CUSTOMER. For purposes of this Agreement, any change of ownership of GBSI shall constitute an assignment which requires CUSTOMER approval. However, this Agreement shall run to the benefit of CUSTOMER and its successors and assigns.

    It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

28. <u>No Contingent Fees.</u> GBSI warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for GBSI to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for GBSI any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CUSTOMER shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

29. <u>Notice.</u> Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, GBSI and CUSTOMER designate the following as the respective places for giving of notice:

Global Business Solutions, Inc.   **CUSTOMER:**

Name:	Randy M. Ramos		Name:	Charles F. Dodge
Title:	CEO		Title:	City Manager
Address 1:	2400 W. Michigan Avenue, Ste. 4		Address 1:	601 City Center Way, 4th Floor
Address 2:	Pensacola, FL 32526		Address 2:	Pembroke Pines, FL 33025
Telephone:	850-944-7579		Telephone:	954-450-1040
Fax:	850-944-3232		Fax:	
E-Mail:			E-Mail:	

TRAINING SERVICES AGREEMENT

Copy to:

Name:	Samuel S. Goren, City Attorney
	Goren, Cherof, Doody & Ezrol, P.A.
Address 1:	3099 East Commercial Boulevard
	Suite #200
Address 2:	Fort Lauderdale, Florida 33308
Telephone:	(954) 771-4500
Fax:	(954) 771-4923

30. Binding Authority
    Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

31. Exhibits
    Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

32. Severability
    If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

33. Legal Representation
    It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

34. Counterparts and Execution
    This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

35. Third Parties
    The services to be performed by GBSI are intended solely for the benefit of the CUSTOMER. No person or entity not a signatory to this Agreement shall be entitled to rely on GBSI's performance of its services hereunder, and no right to assert a claim against GBSI by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of GBSI's services hereunder.

36. Scrutinized Companies

TRAINING SERVICES AGREEMENT

GBSI, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with §287.135, Fla. Stat., as may be amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

  36.1   Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Fla. Stat., as may be amended or is engaged in a boycott of Israel; or

  36.2   One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

  36.2.1   Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Fla. Stat., as may be amended; or

  36.2.2   Is engaged in business operations in Syria.

37. No Waiver of Sovereign Immunity
   Nothing contained herein is intended nor shall be construed to waive the CUSTOMER's rights and immunities under the common law of §768.28, Florida Statutes, as may be amended from time to time.

38. Attorney's Fees
   In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

39. Protection of CUSTOMER's Property
   At all times during performance of this Agreement, GBSI shall protect the CUSTOMER's property from all damage whatsoever on account of the work being carried on under this Agreement.

40. Uncontrollable Forces
   Neither CUSTOMER nor GBSI shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, hurricanes, weather, domestic upheavals, storms, lightning, epidemic, war, emergencies, riot, strikes or civil disturbance.

   a.   Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The

TRAINING SERVICES AGREEMENT

nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

41. Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

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

Global Business Solutions, Inc.

_____
Signature

Randy M. Ramos
_____
Printed Name

CEO
_____
Title

06-28-2019
_____
Date

CUSTOMER

_____
Signature

Charles F. Dodge
_____
Printed Name

City Manager
_____
Title

07/03/2019
_____
Date

The foregoing instrument was acknowledged before me this 28th day of June 2019 by

Randy Ramos
_____
Name of Person

of GBST
_____
Name of Corporation or Agency
, on

behalf of the corporation/agency.
He/She is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

_____
Signature – Notary Public

Tracie Polk
_____
Printed Name of Notary

GG 339143
_____
Notary's Commission No.

APPROVED AS TO LEGAL FORM

_____
OFFICE OF THE CITY ATTORNEY
DATED: 7/3/19

(SEAL)

Notary Public State of Florida
Tracie Polk
My Commission GG 339143
Expires 05/28/2023

SCOPE OF SERVICES

1.0 Project Summary

This project provides GBSI cybersecurity curriculum, hands-on labs, industry certification test preparation, instructional services, ACCELETRAIN® software license and classroom collaboration equipment to school site locations in the CUSTOMER service area.

GBSI and CUSTOMER shall work together to develop project enhancements such as:
1. Cyber curriculum that articulates credit to local postsecondary.
2. New cyber programs.
3. A local K-16 cybersecurity workforce development pipeline.
4. Student competitions.
5. Support for grant writing opportunities.
6. Support for formal and informal cyber education programs.

2.0 Project Course List

The course sequences to be delivered under this Agreement are identified as:

CYBERSEC 1 – Computing and Technologies
CYBERSEC 2 – Software Systems and Security

3.0 Project Deliverables

The CYBERSEC 1 and CYBERSEC 2 courses are one-year course sequences.

3.1 Curriculum

The Official GBSI Cybersecurity Course Curriculum includes the following components that a teacher can use to plan, customize and effectively deliver the course content. Curriculum price is recited in Exhibit F.
- Lesson plan
- Instructor textbook
- Lecture slides
- Course schedule
- Student worksheets
- Student study sheets
- Access to cloud-based hands-on performance labs
- Grading rubric for lab work
- Quizzes, mid-term exam and final exam
- Access to cloud-based certification test preparation

Lesson plan – The lesson plan is a detailed description of the course of instruction at the module and daily lesson level and includes timing for lecture and hands-on lab activities. Lesson plans include enabling, terminal and lab objectives and are mapped to Department of Education (DOE) frameworks for Florida.

Instructor textbook – Course facilitation is supported by this teacher's reference to the student textbook.

Lecture slides – Course facilitation is supported by presentation slides in PowerPoint format.

Course schedule – Course facilitation is supported by samples of block and daily course schedules.

SCOPE OF SERVICES

Student worksheets – Subject matter retentions is supported by daily handouts that students can complete during class instruction.

Student study sheets – Subject matter retention is supported by these handouts that students can use to prepare for exams and certification tests.

Hands-on performance labs – Student skill and competency development is supported by hands-on labs. Labs are accessed using a web-browser from a facilitating computing device. Lab solutions are also provided.

Grading rubric for lab work – A grading rubric for lab work is provided to help teachers convey expectations to students to achieve a particular grade on a lab assignment.

Quizzes, mid-term exam and final exam – These knowledge testing components have been developed so that answers can be found and referenced in the student textbook. Answer sheets are also provided.

Certification test preparation – The course helps students prepare for industry certification. Additional resources are available to prepare students for specific industry certification tests.

3.2 ACCELETRAIN® Classroom Equipment

ACCELETRAIN® is the next generation of connected classroom technology. ACCELTRAIN® is a cloud-based service that integrates audio/video components, collaboration tools and network resources to create a distributed Collaborative Learning Environment (CLE). This equipment facilitates face-to-face collaboration, mentoring and instruction and connects the classroom to the ACCELETRAIN® Infrastructure and Collaborative Learning Environment (CLE). ACCELETRAIN® Equipment for one classroom includes:

Description	Quantity
70" LED Monitor	2
PTZ HDMI Camera	1
Integrated High Fidelity System. (Speaker, Microphone and Amplifier)	1
Integrated Rack, Equipment Management and Backup	1
Mounting Hardware, Cabling, Connections and Adapters	1 classroom

ACCELETRAIN® Classroom Equipment pricing is recited in Exhibit F.

3.3 ACCELETRAIN® License

ACCELETRAIN® is the next generation of connected classroom technology. At the core of the ACCELTRAIN® License is a cloud-based service that integrates audio/video components, collaboration tools and network resources to create a distributed Collaborative Learning Environment (CLE).

ACCELETRAIN® facilitates teacher and classroom distance learning with the following features:

- HD Video and High-Fidelity Audio is supported and only limited by the capabilities of the connected video and audio components. This feature supports face-to-face conversation, engagement and interaction between remote teachers and students connected to and supported by ACCELETRAIN®.

SCOPE OF SERVICES

- Screen Sharing between remote teacher and classroom is supported. Sharing video and audio files is also supported. This feature enables teachers to display and play artifacts and files from their instructional computer desktop to the presentation and display devices connect to and supported by ACCELETRAIN®.
- Screen Annotation Toolkit is supported. Using screen annotation tools, a teacher can highlight, emphasize, notate, etc., information being displayed in the ACCELETRAIN® classroom.

Schools can create a network of ACCELETRAIN® connected resources to access teacher professional development, industry expertise, extracurricular activities and learning events.

ACCELETRAIN® is licensed for teachers and classrooms at one site.

Teacher and Classroom components including, but not limited to instructional computer, video cameras, audio microphones, sound mixers, speakers, video displays, sound proofing, modulation control, network cables, brackets and installation hardware are not included with the ACCELETRAIN® License.

Teacher training, instructional support and technical support for this service are included in the license fee, including phone and email support during school hours. License price is recited in Exhibit F.

3.4 Hosted Course Labs

Network hosting for course labs is done on GBSI's private cloud structure located in Florida. Redundant systems are in place. Hardware and software used for hosting are periodically updated based on standards, compliance, security and performance. GBSI shall manage the hardware, software and licensing for the course hands-on performance labs. Capacity limits are set at thirty (30) simultaneous student connections per CYBERSEC licensed course.

Access to the course labs will be from a computer through a web browser using a login-id and password provided by the instructor or support person. Date and time of course lab availability will be determined by the school and GBSI.

Instructional and technical support for this service is included in the license fee, including phone and email support during school hours.

3.5 Hosted Certification Test Preparation

Network hosting for certification test preparation software is done on GBSI's private cloud structure located in Florida. Redundant systems are in place. Hardware and software used for hosting are periodically updated based on standards, compliance, security and performance. GBSI shall manage the hardware, software and licensing for the certification test preparation software. Capacity limits are set at thirty (30) simultaneous student connections per CYBERSEC licensed course.

Access to the certification test preparation software will be from a computer through a web browser using a login-id and password provided by the instructor or support person. Date and time of availability to access the certification test preparation software will be determined by the school and GBSI.

Instructional and technical support for this service is included in the license fee, including phone and email support during school hours.

SCOPE OF SERVICES

3.6 Student Textbooks
Each CYBERSEC course uses a single student textbook to deliver content and study material over a two-semester school year. There are four CYBERSEC courses. The curriculum and supporting labs are mapped to the student textbooks. Printed and digital version of the student textbook are included in Exhibit F.

3.6 Industry Certification Test Vouchers
Each CYBERSEC course prepares students for one or more industry certification tests. Industry certification test vouchers vary in price and vendor discount options. Certification test vouchers are available from GBSI. Pricing for GBSI supplied test voucher will be provided at purchase time.

3.7 Professional Instructional Services
The courses of instruction authorized to be taught under this Agreement are listed in the Project Course List section.

Instructional services, dates, times and locations shall be determined and agreed upon. Any changes in class meeting dates, times or locations must also be agreed upon. Classes rescheduled or canceled with less than a 24-hour notice will be charged at the instructional services rate listed in Exhibit F.

Using ACCELETRAIN®, GBSI shall provide distance learning instruction into an ACCELETRAIN® classroom following the curriculum program and lesson plans. GBSI instructors shall be certified in the course they are instructing.

To accelerate teacher competencies through direct professional development, GBSI instructors can virtually co-teach with a school's teacher of record.

GBSI Responsibilities
1. GBSI shall provide cybersecurity teachers to deliver virtual instruction and certification test preparation into the school district cybersecurity classroom, for courses listed in the Project Course List section.
2. GBSI shall use the ACCELETRAIN® Collaborative Learning Environment to deliver interactive instruction and engage with the school district classroom.
3. GBSI instructors have obtained the necessary certifications to teach the subject(s) to be presented.
4. GBSI employees that need to be on the school district campus will be appropriately badged for the school district. Proof of badge is required in advance and the badge will be displayed always while on campus at the school by all GBSI employees engaged in providing services.
5. GBSI shall independently perform all services specified in this Agreement, except as provided herein. This provision does not apply to secretarial and clerical services needed by GBSI to assist in the performance of this Agreement. GBSI will not hire District employees to perform any portion of the work services provided herein, including clerical, secretarial, and similar incidental services.
6. GBSI employees will not remain on campus when not actively engaged in the classroom for co-teaching, instruction, or observation of the school's onsite instructor.

School District Responsibilities:
1. The school district shall provide an onsite teacher of record who will gain content delivery expertise and subject matter expertise while facilitating and co-teaching the curriculum with the contract instructor.

SCOPE OF SERVICES

2. The district shall adhere to Florida Department of Education requirements for class size.

4.0 Warranty and Service
GBSI shall provide a level of service that at a minimum includes:

- Remote training for teachers and staff involved in the instruction and support of students using GBSI project deliverables provided under this Agreement.
- Unlimited phone and remote desktop support during normal business hours.
- Unlimited supplemental training sessions as coordinated and agreed upon by GBSI and CUSTOMER.

GBSI warrants that any training, support or consulting services provided through this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted industry practices.

GBSI warrants that during the term of this Agreement, it shall maintain the requisite personnel, competence, skill and resources necessary to provide and maintain the products and services under this Agreement.

5.0 Price
Pricing is provided in Exhibit F.

Gbsi

CURRICULUMN LICENSE AGREEMENT

1. CUSTOMER acknowledges that this is only a limited nonexclusive license. GBSI is and remains the owner of all titles, rights, and interests in the curriculum.

2. GBSI retains the right to deliver, present, duplicate, and/or instruct its curriculum and its components. Further, CUSTOMER agrees and acknowledges that any developer of a course or class has the right to deliver, present, duplicate, and/or instruct that course or class.

3. GBSI grants CUSTOMER, for the term of the Agreement, hereto which this Curriculum License Agreement is attached, a non-exclusive, non-assignable right and license to deliver, present and/or instruct GBSI's copyrighted curriculum to CUSTOMER classrooms as described in the Scope of Services Exhibit. This license is expressly limited to site locations determined by CUSTOMER, invoiced and paid to GBSI. The number of simultaneous sites shall not exceed the number invoiced and paid to GBSI.

4. No omissions, additions, or changes shall be made to GBSI's copyrighted curriculum without prior approval of GBSI.

5. CUSTOMER acknowledges and agrees that GBSI is the sole owner of its curriculum and any copyrighted instructional material that are part of the curriculum, including but not limited to this document, any and all other electronic downloaded documents, presentation files, instructor materials, student materials, online content, examination and quiz questions and answers, visual aids, videos, student handouts, support reference materials, labs and other educational curriculum items.

6. No GBSI curriculum, whole or in part, including but not limited to presentation files, electronic downloaded documents, instructor materials, student materials, online content, or other course materials owned and copyrighted by GBSI may be used in the creation of a new or adapted course by CUSTOMER for teaching, instruction, or distribution without written permission by an authorized officer of GBSI.

7. CUSTOMER is authorized to provide updated course materials to course participants and incorporate instruction of changes to course curriculum and content provided that GBSI is notified in writing and in advance of the changes to be incorporated.

8. CUSTOMER may provide copyrighted curriculum to a guest instructor who is preparing to teach a specific course of instruction; however, the entire, complete curriculum may not be given to guest instructors without GBSI's written approval.

9. All presentation, delivery, instruction and/or use of the instructional materials shall conform to the highest standards of quality, expectation, policy, and performance as defined by GBSI. CUSTOMER agrees and acknowledges it shall be the sole right of GBSI to employ any and all necessary means to protect, preserve and maintain the highest levels of integrity and professionalism in providing the instructional materials to the CUSTOMER and its audience.

10. CUSTOMER agrees and acknowledges that no waiver of the right to amend, change, alter, delete, add, remove or replace any and all of the instruction materials is made by GBSI to any one person or entity as the result of this Curriculum License Agreement.

(Exhibit C)

ACCELETRAIN® CLASSROOM EQUIPMENT

ACCELETRAIN© Description
GBSI has created a paradigm shift in classroom-based training with the ACCELETRAIN ® Collaborative Learning Environment (CLE). ACCELETRAIN® places instructors, subject matter experts, learners and technology into an interactive classroom learning environment that can span multiple physical classroom locations. In the ACCELETRAIN® environment, instructors and students interact seamlessly across any distance through immersive high definition video and high-fidelity audio. This "borderless classroom" environment enables students and instructors in multiple classrooms to share training experiences, collaborate in problem resolution and engage in simulation and hands-on labs.

In an academic environment, ACCELETRAIN® connects multiple classrooms across multiple locations, allowing the best teachers to raise the quality of education and increase student achievement across county lines. ACCELETRAIN® solves the economic problem of low enrollments and travel costs associated with remote classroom expansion.

At the heart of every ACCELETRAIN® deployment is an infrastructure that delivers video routing, management tools, interoperability options and distributed training solutions for classroom-based, instructor-led training (ILT). ACCELETRAIN® frees video, audio and digital collaboration from bottlenecks and a dependency on high-cost hardware and network connections. The ACCELETRAIN® infrastructure pairs unmatched performance with the flexibility to globally connect multiple classrooms, collaboration teams and subject matter experts with virtually unlimited scalability.

ACCELETRAIN© Classroom Project Description
For each candidate ACCLETRAIN® Classroom, a classroom site survey shall be conducted to:
- determine classroom size and adequacy of standard ACCELETRAIN® classroom equipment configuration and installation. Classroom equipment is identified in Exhibit A
- meet and coordinate with district facilities and maintenance on electrical power requirements
- meet and coordinate with district IT Department on networking and connectivity
- meet and greet school teachers and officials

Using information gathered from the site survey, GBSI shall prepare and submit a permit/installation package. The package shall include the following:
- Classroom electrical power installation diagram
- Classroom equipment installation diagram
- Equipment installation specifications
- Cutsheets, datasheets and product specification sheets
- Exceptions or anomalies to be resolved

Upon resolution of exceptions, installation determination and approval to proceed, the classroom equipment can be installed. The standard ACCELETRAIN® classroom equipment to be installed is identified in Exhibit A. GBSI shall deliver the ACCELETRAIN® classroom equipment to the designated school for installation by CUSTOMER.

ACCELETRAIN© Classroom Project Implementation Summary
GBSI maintains an aggressive Program Management style with the belief that proper planning and management brings projects to completion on time, within budget, and yield the greatest system performance and reliability. The GBSI project implementation plan is a structured, straight forward approach that provides efficiency of resources, both time and personnel. The high-level events are:

(Exhibit C)

Event

Project Award – A GBSI internal kickoff meeting is held. Sales, contract and implementation paperwork is turned over to the GBSI project lead and accounting.

CUSTOMER Kickoff Meeting – GBSI, in consultation with CUSTOMER, shall coordinate an CUSTOMER Kickoff Meeting. The purpose of the meeting is to provide introductions, review contract requirements, identify schools and classrooms for Site Survey. CUSTOMER shall identify school and classroom order of presentence. This is an opportunity to meet with any CUSTOMER contacts.

Site Survey – In coordination with schools, candidate classrooms shall be reviewed, ACCELETRAIN® classroom shall be identified and a site survey of the target room completed. A permit/installation package shall be developed and submitted to CUSTOMER.

Design – GBSI system engineers develop the final design for the system and facilities as appropriate. Design reviews shall be held prior to starting the installation to ensure all required anomalies have been resolved.

ACCELETRAIN® Classroom Equipment Delivery – The ACCELETRAIN® classroom equipment shall be delivered to the CUSTOMER school site.

Installation – ACCELETRAIN® classroom equipment shall be installed by CUSTOMER. During this time the site is prepared which may include but not limited to: Route and install cables; installing projection structures; and, installation of monitors, cameras, audio, and computing and network equipment. The system is connected to the cabling, dressed into the rack, networked to other equipment as required and terminated.

ACCELETRAIN® Classroom Testing– After the system is fully installed and connected by CUSTOMER, GBSI's system engineers perform a complete system checkout. All non-rack mounted equipment is installed, aligned and programmed. All audio and video levels are set. All system functionality is verified including all signal paths. The system's operation shall be demonstrated during the initial training session.

Training – Initial CUSTOMER training shall be conducted, and a Training and Operations Manual is provided.

CUSTOMER Turnover – System is turned over to CUSTOMER. System documentation, including warranty information, equipment list, training and operations manuals shall be provided to CUSTOMER.

ACCELETRAIN© Classroom Equipment Testing
Configuration and testing of the ACCELETRAIN® system shall begin after equipment installation is complete. GBSI shall activate all licenses and equipment warranties. GBSI shall inventory all equipment and provide the inventory list to the CUSTOMER designated point of contact. GBSI will:
- Configure and test the installation
- Provide system documentation
- Provide initial equipment, broadcast and instructor training
- Additional and ongoing training shall be provided through support services

NOTE: All installation and testing activities will be conducted during normal business hours. GBSI's current normal business hours are Monday through Friday, 8:00 AM to 5:00 PM (CST), excluding Federal holidays. Request for installation and testing outside our normal business hours can be accommodated for additional costs which are not reflected in this proposal.

ACCELETRAIN© Classroom Equipment Warranty
GBSI is committed to the quality of all ACCELETRAIN® equipment, installations and training provided. GBSI shall activate all equipment warranties. Warranty and service plan is identified in the Scope of Services Exhibit and Classroom Equipment Warranty Exhibit.

Gbsi

ACCELETRAIN® LICENSE AGREEMENT

1. CUSTOMER acknowledges that this is only a limited nonexclusive license. GBSI is and remains the owner of all titles, rights, and interests in ACCELETRAIN®.

2. GBSI grants CUSTOMER, for the term of the Agreement, hereto which this ACCELETRAIN® License Agreement is attached, a non-exclusive, non-assignable right and license to use the ACCELETRAIN® software as defined in the Scope of Services Exhibit.

3. This license is expressly limited to site locations determined by CUSTOMER, invoiced and paid to GBSI. If CUSTOMER desires to add more site locations, it shall notify GBSI of such fact, provide GBSI with the site location name, address and contact information to be added, and agree to pay the additional license fee recited in the Price Exhibit.

4. **Limited Warranty.** GBSI warrants that the physical medium on which the ACCELETRAIN® software may be distributed is free from defects in materials and workmanship. Under normal use, the ACCELETRAIN® software shall perform according to its printed documentation, and to the best of GBSI's knowledge CUSTOMER's use of the ACCELETRAIN® software according to the printed documentation is not an infringement of any third party's intellectual property rights.

   THE ABOVE-STATED LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE.

   No agent of GBSI is authorized to make any other warranties or to modify this limited warranty.

5. In case of a breach of the Limited Warranty, CUSTOMER 's exclusive remedy is as follows: CUSTOMER shall return all copies of the ACCELETRAIN® software to GBSI, along with proof of purchase. GBSI shall either send CUSTOMER a replacement copy of the software or issue a full refund.

6. Notwithstanding the foregoing, GBSI IS NOT LIABLE TO CUSTOMER FOR ANY DAMAGES, INCLUDING COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THIS LICENSE AGREEMENT OR CUSTOMER'S USE OF THIS SOFTWARE. CUSTOMER's jurisdiction may not allow such a limitation of damages, so this limitation may not apply.

7. Any improvements or modifications made by GBSI to the software shall be promptly provided to CUSTOMER and shall be automatically included in this ACCELETRAIN® License Agreement.

8. GBSI may terminate this license at any time, without prior notice to CUSTOMER, if CUSTOMER fails to comply with the terms of this ACCELETRAIN® License Agreement.

9. Upon expiration or termination of this ACCELETRAIN® License Agreement, all rights granted to CUSTOMER under this agreement shall terminate and immediately revert to GBSI and CUSTOMER shall discontinue all use of the software.

ACCELETRAIN® EQUIPMENT WARRANTY

Terms & Conditions

This Limited Warranty contains the sole expressed warranty made by Global Business Solutions, Inc. ("GBSI") in connection with ACCELETRAIN® Classroom Equipment sold by GBSI ("PRODUCT"). The Limited Warranty is made to the CUSTOMER ("BUYER").

BY PURCHASING OR ACCEPTING THE PRODUCT, THE BUYER ACKNOWLEDGES THAT THE LIMITATION OF LIABILITY IS PART OF THE TERMS OF SALE, CONSTITUTES A BINDING AGREEMENT.

Any warranties, if separately provided in writing, are extended only to the BUYER whose name is shown on GBSI's invoice and/or contract. All PRODUCTs are covered by manufacturer's warranty, if applicable, and GBSI shall not be responsible for any such warranty services or claims, except as set forth herein. GBSI shall not be obligated to provide any warranty service or obligations unless BUYER has paid its purchases in full under this or any other GBSI invoice.

Warranty Coverage - GBSI warrants to the original purchaser that the PRODUCT(s) shall be free of any defect in material or workmanship for a period **equal to the manufactures original warranty or for one (1) year for labor and one (1) year for parts, whichever is longer,** from the date of the original invoice from GBSI. GBSI shall have the sole discretion in determining whether PRODUCT is covered under the warranty for labor and/or warranty for parts. Should the PRODUCT(s) supplied by GBSI prove defective by reason of improper workmanship or material as reasonably determined by GBSI, GBSI agrees, at its option, to either repair or replace the PRODUCT free of charge, excluding any shipping or handling charges. GBSI shall not be responsible for any software or data installed on the PRODUCT originally supplied by GBSI. This warranty does not cover software, external devices, accessories or other parts added to a GBSI system after the system is shipped from GBSI, or accessories or parts that are not installed in the GBSI factory. Any part that is repaired or replaced under this warranty shall, itself, be warranted only for the remainder of the warranty period of the original PRODUCT being repaired or replaced.

Disclaimer of Warranties - Except as set forth herein, GBSI disclaims all warranties including implied warranties to the extent permitted by law (to the extent they may not be disclaimed, GBSI limits the duration of such implied warranties to the duration of this Limited Warranty); GBSI disclaims any and all warranties and representations other than those explicitly specified in this contract; any warranties, if separately provided in writing, are extended only to the BUYER whose name is shown on this invoice/contract. Warranties do not cover PRODUCT damaged by external causes, including accident, abuse, misuse, improper installation, problems with electrical power, acts of third parties, PRODUCTs that are altered or repaired by anyone not authorized by GBSI, usage not in accordance with instructions accompanying the PRODUCT(s), or failure to perform required preventive maintenance, including but not limited to backups, problems caused by use of software, parts and components not supplied by GBSI, weather conditions, lightning, fire, water, or any acts of nature or God; GBSI shall not be obligated to provide any warranty service or obligations unless customer has paid its invoices in full under this or any other GBSI invoice.

To Request Warranty - You must call within the applicable warranty period. Refer to the telephone number in the warranty materials shipped with your PRODUCT or call GBSI at (850) 944-7579. Should

ACCELETRAIN® EQUIPMENT WARRANTY

your warranty be approved and verified, GBSI shall issue a Return Merchandise Authorization (RMA) number, which is valid for fifteen (15) days. Any PRODUCT returned to GBSI that does not have a valid RMA number visible on the outside of the package shall be refused. PRODUCT that is not defective shall be returned to the sender with C.O.D. freight charges collect. You must ship the PRODUCT shipping charges prepaid and insure the shipment or accept the risk of loss or damage during shipment. GBSI shall ship the repaired or replacement PRODUCTs to you freight prepaid if you use an address in the U.S. (excluding Puerto Rico and U.S. possessions). Shipments to other locations shall be made freight collect. For all shipments outside of the domestic United States, import duties, taxes, and brokerage fees are not included in the PRODUCT price or shipping and handling cost and it shall be collected upon delivery from the carriers for certain packages. These charges are recipient's responsibility.

Return & Refund Policy - No return of merchandise shall be accepted without first securing a Return Merchandise Authorization ("RMA") number provided by GBSI. BUYER must submit evidence of purchase date, GBSI invoice number, description of goods including serial and model numbers, reason for return, exchange, or refund, and RMA number. At its sole discretion, GBSI may accept or deny BUYER's claim for return, exchange, or damages. If accepted and if the goods have not been used and are in a resalable condition, GBSI shall provide a refund within 30 days; returns after the 31st day shall be subject to a fifteen percent (15%) restocking fee. No refund, credit, or exchange is allowed after 45 days from the date of the invoice on all desktop computer systems, and part purchases. Opened software, promotional items, game vouchers, services, care options, and engraved PRODUCTs are not eligible for refund and may not be returned. (Software that contains a printed software license may not be returned if the seal or sticker on the software media packaging is broken, downloaded, and/or activated.) All PRODUCTs returned must have the RMA number prominently displayed on the shipping label with return freight prepaid by BUYER, and must include all original packaging, materials, manuals, and copy of invoice. All PRODUCTs returned must be securely packed and delivered to GBSI in an undamaged condition. All shipping and handling charges are non-refundable. GBSI may refuse or reject returned merchandise for failure to follow the conditions set forth herein.

Shipping the PRODUCT - Ship the PRODUCT(s) back to GBSI in their original or equivalent packaging. Clearly mark the RMA number on the outside of the carton. All returns for exchange or refund must be complete with all components, manuals, cables, warranty cards, and static bags, just as you received it. If the PRODUCT is not returned in its entirety, you shall be charged for the missing items. NOTE: You are responsible for your software and data. GBSI is not required to advise or remind you of appropriate backup and other procedures. GBSI is not responsible for any lost data or software in your PRODUCT.

Repair of Your PRODUCT - GBSI owns all parts removed from repaired PRODUCTs. GBSI uses new and reconditioned parts made by various manufacturers in performing warranty repairs and building replacement PRODUCTs. If GBSI repairs or replaces a PRODUCT, the warranty term is not extended. GBSI shall not reimburse BUYER for any repairs or replacements by anyone other than GBSI or anyone not authorized by GBSI.

Delivery & Risk of Loss - Shipment of all PRODUCT(s) shall be FOB point of origin as determined by GBSI. All risk of loss shall pass to BUYER upon tender to common carrier, BUYER or BUYER's agent or employee at GBSI's warehouse or other point so designated by GBSI. BUYER must report in writing all shortages or discrepancies to GBSI within seven (7) days of receipt. Otherwise, BUYER shall be

Gbsi

ACCELETRAIN® EQUIPMENT WARRANTY

deemed to have accepted the goods in satisfactory manner as determined under the Uniform Commercial Code. Any shortage or damage during transit must be reported to the carrier immediately and GBSI disclaims all liabilities in connection with such losses.

Limitation of Liability - BUYER'S SOLE AND EXCLUSIVE REMEDY AND GBSI'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING FROM PURCHASE OR USE OF THE PRODUCT SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AT GBSI'S SOLE DISCRETION.

IN NO EVENT SHALL GBSI BE LIABLE FOR ANY LOSS OF USE, REVENUES, OR ANTICIPATORY PROFIT, OR FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALE, USE, OPERATION, OR INABILITY TO USE OF PRODUCTS PURCHASED FROM GBSI TO THE EXTENT PERMITTED BY LAW, GBSI MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW (TO THE EXTENT THEY MAY NOT BE DISCLAIMED, GBSI LIMITS THE DURATION OF SUCH IMPLIED WARRANTIES TO THE DURATION OF THIS LIMITED WARARNTY). IN NO EVENT SHALL GBSI'S LIABILITY EXCEED THE AMOUNT OF THE PARTICULAR DEFECTIVE PRODUCT PAID BY THE PURCHASER. THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE TO ANY CLAIM PRESENTED, WHETHER THE LEGAL THEORY FORMING THE BASIS OF SUCH CLAIM INVOLVES CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, REGULATION, CONSUMER PROTECTION LAWS OR OTHERWISE.

Governing Law - This contract shall be governed and construed in accordance with the laws of the state of Florida. BUYER agrees that competent courts in Florida shall have the exclusive jurisdiction over any legal action with respect to this contract. In the event of any dispute related to this contract, the prevailing party shall be entitled to reasonable attorneys' fee and costs.

Gbsi

GLOBAL BUSINESS SOLUTIONS, INC.
2400 West Michigan Ave., Suite #4
Pensacola, FL 32526
rramos@gbsi.com
850-944-7579 office
850-944-3232 fax

Quote Number: PBP0105
Quote Date: 06/07/2019

Prepared For: Ms. Pearl Moses
Pembroke Pines Charter School

Quote valid for 30 days

Part Number	Product	DESCRIPTION	QTY	PRICE	EXTENDED PRICE
ACC-BRD	ACCELETRAIN® Broadcast Classroom	**ACCELETRAIN ® Broadcast Classroom Equipment.** Enables synchronous broadcast classroom at one high school in Broward County School Distirct. Connects classroom to ACCELETRAIN® Infrastructure and Collaborative Learning Environment (CLE). Includes 2 70" LED Monitors, 1 PTZ HDMI broadcast cameras, audio/microphone/speaker bar, equipment rack, power distribution, mounting hardware, cabling, connections, adapters and installation.	1	$14,565.00	$14,565.00
ACC-LIC	ACCELETRAIN® Broadcast License	**ACCELETRAIN® Collaboration License, Support and Training.** Includes unlimited access to the ACCELETRAIN® Collaborative Learning Environment (CLE), teacher professional development, industry expertise, extracurricular activities, learning events, collaboration support and equipment training. This is a 12 month unlimited license and requires annual renewal. This service is requied to enable an ACCELETRAIN® Classroom.	1	$2,950.00	$2,950.00
CYBERSEC1	Computing and Technologies Curriculum	**The CYBERSEC cybersecurity curriculum package maps to the Cyber Security Career Pathway. The following items are included and designed to help teachers plan, customize and effectively deliver this Cyber Seciurty Career Pathway courses, including:** • Lesson plans that are mapped to the Florida and Georgia Department of Education (DOE) Applied Cybersecurity Framework, Next Generation Science Standrards and align with the California (DOE) CTE Model Curriculum Standards • Instructor book with lecture slides • Cloud-Hosted hands-on performance labs • Cloud-Hosted certification test preparation engine • Grading rubric for lab work • Module quizzes, mid-term exam and final exam **This is a one year, unlimted student, site license for one school in Pembroke Pines School District.**	1	$10,500.00	$10,500.00
CYB1-BOOK	CYBERSEC1 Student Textbook	**CYBERSEC Cybersecurity Student Textbooks.** Print and Digital Version. The CYBERSEC curriculum is taught over a two-semester school year. Students will prepare and test for industry certifications during each semester and at the end of the year. The curriculum plans and supporting labs are mapped to the student textbooks. The price includes a printed and digital version of the student textbook.	30	$89.95	$2,698.50
CYB-IPS	ACCELETRAIN® instructional services	OPTION: Cybersecuirty Instructional Services. Using the ACCELETRAIN® Collaborative Learning Environment (CLE), GBSI cybersecurity teachers and industry certified experts can deliver face-to-face instruction and certification test preparation into your classroom. Your school district's onsite teacher of record will gain content delivery and subject matter expertise while facilitating and co-teaching this course with our instructor. A CYBERSEC course is 120 contact hours of instruction and certification test preparation. Our rate for instruction is $95.00 per hour.	120	$95.00	$11,400.00
TOTAL					$42,113.50

Gbsi

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rramos@gbsi.com
850-944-7579 office
850-944-3232 fax

Quote Number: PBP0205
Quote Date: 02/22/2020

Prepared For: Ms. Pearl Moses
Pembroke Pines Charter School

Quote valid for 30 days

Part Number	Product	DESCRIPTION	QTY	PRICE	EXTENDED PRICE
ACC-LIC	ACCELETRAIN® Broadcast License	**ACCELETRAIN® Collaboration License, Support and Training.** Includes unlimited access to the ACCELETRAIN® Collaborative Learning Environment (CLE), teacher professional development, industry expertise, extracurricular activities, learning events, collaboration support and equipment training. This is a 12 month unlimited license and requires annual renewal. This service is requied to enable an ACCELETRAIN® Classroom.	1	$2,950.00	$2,950.00
CYBERSEC2	Software Systems and Security	The CYBERSEC cybersecurity curriculum package maps to the Cyber Security Career Pathway. The following items are included and designed to help teachers plan, customize and effectively deliver this Cyber Secuirty Career Pathway courses, including: • Lesson plans that are mapped to the Florida and Georgia Department of Education (DOE) Applied Cybersecurity Framework, Next Generation Science Standrards and align with the California (DOE) CTE Model Curriculum Standards • Instructor book with lecture slides • Cloud-Hosted hands-on performance labs • Cloud-Hosted certification test preparation engine • Grading rubric for lab work • Module quizzes, mid-term exam and final exam This is a one year, unlimted student, site license for one school in Pembroke Pines School District.	1	$10,500.00	$10,500.00
CYBERSEC1	Computing and Technologies Curriculum	The CYBERSEC cybersecurity curriculum package maps to the Cyber Security Career Pathway. The following items are included and designed to help teachers plan, customize and effectively deliver this Cyber Secuirty Career Pathway courses, including: • Lesson plans that are mapped to the Florida and Georgia Department of Education (DOE) Applied Cybersecurity Framework, Next Generation Science Standrards and align with the California (DOE) CTE Model Curriculum Standards • Instructor book with lecture slides • Cloud-Hosted hands-on performance labs • Cloud-Hosted certification test preparation engine • Grading rubric for lab work • Module quizzes, mid-term exam and final exam This is a one year, unlimted student, site license for one school in Pembroke Pines School District.	1	$7,500.00	$7,500.00
CYB2-BOOK	CYBERSEC2 Student Textbook	**CYBERSEC Cybersecurity Student Textbooks.** Print and Digital Version. The CYBERSEC curriculum is taught over a two-semester school year. Students will prepare and test for industry certifications during each semester and at the end of the year. The curriculum plans and supporting labs are mapped to the student textbooks. The price includes a printed and digital version of the student textbook.	30	$89.95	$2,698.50
CYB-IPS	ACCELETRAIN® instructional services	OPTION: Cybersecuirty Instructional Services. Using the ACCELETRAIN® Collaborative Learning Environment (CLE), GBSI cybersecurity teachers and industry certified experts can deliver face-to-face instruction and certification test preparation into your classroom. Your school district's onsite teacher of record will gain content delivery and subject matter expertise while facilitating and co-teaching this course with our instructor. A CYBERSEC course is 120 contact hours of instruction and certification test preparation. Our rate for instruction is $95.00 per hour.	120	$95.00	$11,400.00
TOTAL					$35,048.50

City of Pembroke Pines, FL

Agenda Request Form

601 City Center Way
Pembroke Pines. FL
33025
www.ppines.com

Agenda Number: ADD-1

File ID: 19-0710	**Type:** Purchase	**Status:** Passed
Version: 1	**Agenda Section:**	**In Control:** City Commission
		File Created: 06/10/2019

Short Title: GBSI Cybersecurity Program at AVCS   **Final Action:** 06/19/2019

Title: **ADDENDUM ITEM #1**: MOTION TO APPROVE THE PURCHASE OF A CYBERSECURITY LEARNING CURRICULUM PACKAGE, PROFESSIONAL DEVELOPMENT, SOFTWARE LICENSES, AND TEXTBOOKS FROM THE SOLE SOURCE VENDOR, GLOBAL BUSINESS SOLUTIONS, INC., PURSUANT TO SECTIONS 35.18(C)(3) AND 35.18(C)(7)(H) OF THE CITY'S PROCUREMENT CODE, AND IN ADDITION TO PURCHASE THE COMPUTER HARDWARE COMPONENTS FROM GBSI IN THE BEST INTEREST OF THE CITY PURSUANT TO SECTION 35.18(C)(8) OF THE CITY'S PROCUREMENT CODE FOR A TOTAL AMOUNT NOT TO EXCEED $77,162.

*Agenda Date: 06/19/2019

Agenda Number: ADD-1

Internal Notes:

Attachments: 1. Exhibit #1- Section 1003.491- Florida Career and Professional Act, 2. Exhibit #2- Global Solutions CyberSecurity AV Class Quote, 3. Exhibit #3- GBSI Sole Source Letter, 4. Exhibit #4- GBSI Agreement

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1   City Commission   06/19/2019 approve   Pass

    Action Text: A motion was made to approve on the Consent Agenda

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ADDENDUM ITEM #1: MOTION TO APPROVE THE PURCHASE OF A CYBERSECURITY LEARNING CURRICULUM PACKAGE, PROFESSIONAL DEVELOPMENT, SOFTWARE LICENSES, AND TEXTBOOKS FROM THE SOLE SOURCE VENDOR, GLOBAL BUSINESS SOLUTIONS, INC., PURSUANT TO SECTIONS 35.18(C)(3) AND 35.18(C)(7)(H) OF THE CITY'S PROCUREMENT CODE, AND IN ADDITION TO PURCHASE THE COMPUTER HARDWARE COMPONENTS FROM GBSI IN THE BEST INTEREST OF THE CITY PURSUANT TO SECTION 35.18(C)(8) OF THE CITY'S PROCUREMENT CODE FOR A TOTAL AMOUNT NOT TO EXCEED $77,162.

SUMMARY EXPLANATION AND BACKGROUND:

1. The City of Pembroke Pines Academic Village Charter School (AVCS) would like to broaden students' opportunities to gain industry certification that will support their continued success in areas related to career and technical education.

2. The Florida Career and Professional Education Act was created to provide a statewide planning partnership between business and education communities, to expand and retain high-value industry, and sustain a vibrant state economy (See Exhibit #1- Section 1003.491-Florida Career and Professional Education Act).

3. For the 2019-2020 school year, the AVCS school administration wanted to develop a cybersecurity program that would help boost students' interest in cybersecurity knowledge and skills, and also help students earn an industry certification while still in high school. The AVCS curriculum team engaged with Global Business Solutions, Inc. for a cybersecurity industry-supported integrated learning solution and curriculum products. Through the successful development of a Career and Technical Program at the AVCS, students will enroll in courses that provide curriculum and resources specific to the Florida Department of Education Cybersecurity Framework and certification test preparation.

4. The cybersecurity program is a two-year program. Students who participate in the cybersecurity program will be able to begin testing for industry certification in the 2020-2021 school year. As such, the certification exams purchased through GBSI can be taken at the City of Pembroke Pines Charter Schools as they are a designated testing center, also known as CAPE Academy. The primary benefits of establishing CAPE Academies at the City of Pembroke Pines Charter Schools are:

   a) All CAPE Academies are aligned to an Industry Certification on the State Funding List. Students enrolled in CAPE Academies are more likely to attain the appropriate Industry Certification, which positively impact the school grade.

   b) Students who earn an Industry Certification aligned to the CAPE Academy in which they are enrolled will generate state bonus FTE funding as well as acceleration points for school grade calculation, in accordance with the Act. The funding amount is based on the annually approved state-shared appropriations.

5. The total cost to purchase through Global Business Solutions, Inc. (GBSI) the curriculum

package, instructional services, licenses, computer products and textbooks is $77,162 (See Exhibit #2- GBSI Quote). This includes access to the GBSI Acceletrain Broadcast Classroom and GBSI Acceletrain Collaborative Learning Environment.

6. The computer hardware components referenced in the GBSI quote are not considered sole source, however, Section 35.18(C)(8) "Best Interest of the City" of the City's Procurement Code states "Purchases of and contracts for commodities or services are exempt from this section when the City Commission declares by a simple majority affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the City. The City Commission shall make specific factual findings that support its determination, and such contracts may be placed on the City Commission consent agenda." Below are the factual findings:

. The School Board of Broward County utilizes GBSI for their high school CAPE programs. All of the AVCS neighboring high schools have purchased the computer hardware and software bundle from GBSI.

The 2019-20 school year begins on August 14, 2019. Purchasing the computer hardware and software bundle from GBSI will streamline the implementation process so the cybersecurity program will be fully in   place once school commences. The AVCS is requesting to purchase the computer hardware components from GBSI in order to have all of the necessary equipment installed by GBSI at one time to ensure   the program begins in a timely and efficient manner.

. Purchasing the equipment and installation from GBSI provides security in that the equipment integration and testing has been completed and guaranteed functioning by GBSI.

GBSI has already performed a classroom site survey to ensure that the equipment is sized, tuned and acoustically attenuated to the surveyed room.

GBSI is providing technical support and training for the equipment and will continue to provide that service throughout the school year.

Maintenance and replacement coverage is provided by GBSI.

7. Pursuant to Section 35.18(C)(3) of the City's Procurement Code: City standard, single-source and sole-source commodities or services are exempt from the competitive bid and competitive proposal requirement." Attached is a sole-source letter from GBSI as the sole provider and developer for the GBSI Acceletrain Broadcast Classroom , GBSI Acceletrain Collaborative Learning Environment and applicable products to the GBSI curriculum program. (See Exhibit #3 -GBSI Sole Source Letter).

8. Pursuant to Section 35.18(C)(7)(h) of the City's Procurement Code: "Copyrighted materials, including computer software are not subject to the competitive procurement requirement."

9. Request City Commission to approve the purchase of a cybersecurity learning curriculum package, professional development, software licenses, and textbooks from the sole source vendor, Global Business Solutions, Inc., pursuant to Sections 35.18(C)(3) and 35.18(C)(7)(h) of the City's Procurement Code, and in addition to purchase the computer hardware components from GBSI in the Best Interest of the City pursuant to Section 35.18(C)(8) of the City's Procurement Code for a total amount not to exceed $77,162.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: $77,162

b) Amount budgeted for this item in Account No: Year 1 expenditures of $42,113.50 are budgeted for within the 2019-20 Proposed Charter School Budget. The budget accounts and budget breakdown are listed below:

Professional Svs.	172-569-5053-31310-5300-310	$	11,400.00
Software <1000	172-569-5053-52652-5300-369	$	13,450.00
Comp. Equipment	172-569-5053-52653-5300-649	$	14,565.00
Textbooks	172-569-5053-54520-5300-520	$	2,699.00
		$	**42,114.00**

c) Source of funding for difference, if not fully budgeted: Year 2 expenditures will be budgeted in the 2020-2021 charter school budget.

d) 5 year projection of the operational cost of the project:

	Year 1- FY2020	Year 2- FY2021	Year 3	Year 4	Year 5
Revenues					
Expenditures	$42,113.50	$35,048.50	$0	$0	$0
Net Cost	$42,113.50	$35,048.50	$0	$0	$0

e) Detail of additional staff requirements: Not Applicable

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kathy Howard, CIC
McMahon-Hadder Insurance, Inc 11 W Garden St Pensacola FL 32502	PHONE (A/C, No, Ext): (850) 484-7011 FAX (A/C, No): (850) 474-5201 E-MAIL ADDRESS: kathy@mcmahonhadder.com

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	Ace Property & Casualty Insurance Co	
INSURER B :	Chubb Indemnity Ins Co	12777
INSURER C :	Underwriters' at Lloyds	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Global Business Solutions, Inc
2400 W Michigan Ave
Suite 4
Pensacola FL 32526

COVERAGES   CERTIFICATE NUMBER: 19/20   REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:		Y	D94682216	01/01/2019	01/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			D94682216	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			D94682228	01/01/2019	01/01/2020	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	(20)71774215	01/01/2019	01/01/2020	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liabilty			1116633	04/03/2019	04/03/2020	Technology Serv Liability	$1,000,000
							Security & Privacy Liab	$1,000,000
							Deductible	$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured with respect to general liability subject to written contract requirement.

CERTIFICATE HOLDER	CANCELLATION
City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _Leslie Jean_

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