

Principles for Learning General Terms

This document, dated as of May 19, 2021, (the “General Terms”) sets forth the general terms for the Principles for Learning (the “Principles”). The Principles (<https://www.growlearnconnect.org/principles-learning>) were developed by the International Finance Corporation (“IFC”) for training and advisory service providers working in emerging markets. They represent a set of foundational qualities that make a performance improvement project impactful, inclusive, scalable, and sustainable. The General Terms are intended to facilitate the administration and implementation of the Principles.

1. IFC

1.1. **Role.** IFC shall administer the Principles. Among other duties, IFC’s anticipated role includes:

- a) promoting and disseminating the Principles;
- b) administering the process of becoming a Signatory (as described in Section 3.1 (*Becoming a Signatory; Signatory Letter*));
- c) receiving Signatory Letters (as that term is defined in Section 3.1 (*Becoming a Signatory; Signatory Letter*)) and all other documents necessary for the administration of the Principles;
- d) addressing procedural inquiries received from current and prospective Signatories;
- e) managing communications and publicity, including the website, press and general updates with current and potential Signatories;
- f) maintaining Signatory lists;
- g) organizing meetings of the Advisory Board;
- h) managing the Advisory Board selection process;
- i) managing the process of reviewing the Principles and issuing proposed amendments to the Principles in accordance with Section 3 (*Amending the Principles*) hereof; and
- j) undertaking such other acts as it deems necessary or appropriate, in its sole judgment and discretion, in respect of this Section 1.1 (*Role*).

1.2. **Limitations.** IFC shall have no obligation to:

- a) endorse Signatories or certify their alignment with the Principles;
- b) investigate or verify the accuracy of Signatories’ marketing materials or any claims, representations or assertions referencing the Principles or a Signatory’s alignment therewith;
- c) approve interpretations of the Principles; or
- d) suspend or terminate a Signatory’s status as Signatory or the License granted under Section 3.3 (*License*) below, except as it considers appropriate under these General Terms.

IFC shall be entitled to rely without inquiry on any representation or assurance provided by any Signatory, and on any advice of counsel or other adviser, in undertaking or determining not to undertake any activity described herein.

- 1.3. **No Fees.** Except as otherwise provided hereunder, IFC shall not impose any fees in connection with its role hereunder.
- 1.4. **IFC Access to and Use of Information.** For the avoidance of doubt, IFC may, acting in its own interest, access and use information provided by the Signatories for such business purposes as IFC considers appropriate in connection therewith, including (a) using the names and contact information of the Signatories and their authorized representatives in relation to the possible provision of services by IFC to a Signatory or otherwise in relation to the Principles, and (b) using the names and logos of the Signatories for purposes relating to the Principles, including for publicity, in accordance with IFC's internal policies, procedures and practices.
- 1.5. **No Fiduciary Obligations.** IFC shall not have any fiduciary or similar duties to Signatories or the Advisory Board by reason of it administering the Principles or otherwise undertaking any activity in connection therewith.

2. Advisory Board

- 2.1. **Purpose.** The purpose of the Advisory Board is to advise IFC on the implementation and evolution of the Principles.
- 2.2. **Role and Duties.** The Advisory Board's role shall be entirely advisory and shall include no oversight responsibilities or other authority. Upon request of IFC, or as otherwise provided in these General Terms, the Advisory Board's activities may include, without limitation, advising IFC on matters relating to:
 - a) potential amendments to the Principles; and
 - b) issues raised by IFC concerning any Signatory.
- 2.3. **Number and Composition.** The number of members of the Advisory Board shall be between eight and twelve, which number shall be determined from time to time by IFC in its sole discretion. Only Signatories in good standing may appoint individuals to represent such Signatories on the Advisory Board, in accordance with Section 2.7 (Representation of Members of the Advisory Board).
- 2.4. **Appointment; Terms.** IFC shall, in its sole discretion, appoint members of the Advisory Board. Each member of the Advisory Board shall serve for a term of two years. A member may be appointed to serve for an additional consecutive two-year term (for a maximum of four consecutive years). For the avoidance of doubt, IFC may be a member of the Advisory Board.
- 2.5. **Suspension; Removal; Resignation.** If a Signatory is suspended pursuant to Section 3.4 (*Involuntary Termination*), the Signatory's membership of the Advisory Board shall be suspended and any individual appointed by such Signatory to represent such Signatory on the Advisory

Board shall not attend meetings or participate in votes of the Advisory Board unless and until such Signatory's status as a Signatory is reinstated. If a Signatory is terminated pursuant to Section 3.4 (*Involuntary Termination*), the Signatory's membership on the Advisory Board shall be terminated and the individual appointed by such Signatory to represent such Signatory on the Advisory Board shall not participate in meetings of the Advisory Board. A member may resign from the Advisory Board at any time by delivery of written notice of such resignation to IFC.

- 2.6. **Vacancies.** IFC may, in its sole discretion, appoint a successor to fill any vacancy created on the Advisory Board by reason of a member's resignation or removal. Any successor appointed pursuant to this Section 2.6 (*Vacancies*) shall serve for the remaining term of the Signatory whose resignation or removal created the vacancy that it filled. A successor may serve two full consecutive terms in addition to the term for which it was appointed as a successor.
- 2.7. **Representation of Members of the Advisory Board.** Each appointed Signatory to the Advisory Board shall provide IFC with the name, address, electronic mail address and telephone number for its representative.
- 2.8. **Regular Meetings.** The Advisory Board shall meet twice per year, which meeting shall be conducted by telephone or other means of communication by which all persons participating in the meeting are able to hear one another, at such times and places as shall be determined by IFC.
- 2.9. **Special Meetings.** If, in IFC's judgment, the Advisory Board's advice is needed on a matter that cannot wait until the next regular meeting, IFC may call a special meeting of the Advisory Board, which meeting shall be conducted by telephone or other means of communication by which all persons participating in the meeting are able to hear one another.
- 2.10. **Notice.** IFC shall provide notice of the date, time and place of each regular meeting at least 30 days before such date and of each special meeting at least 7 days before such date. Such notice shall be given either personally, by telephone or by electronic mail directed to the member's representative at the contact information provided to IFC pursuant to Section 2.7 (Representation of Members of the Advisory Board).
- 2.11. **Quorum and Vote at Meetings.** At any meeting of the Advisory Board, a majority of the number of members of the Advisory Board currently serving shall constitute a quorum. A majority of the votes cast at a meeting, duly called and at which a quorum is present, shall represent the position of the Advisory Board.
- 2.12. **Minutes.** The Advisory Board shall designate a person to take minutes at each of its meetings, and such minutes shall be available to all members of the Advisory Board. Minutes of Advisory Board meetings also may be made available to Signatories in an appropriate manner, at the discretion of IFC and a majority of the Advisory Board. Minutes of the Advisory Board and other Advisory Board communications, including correspondence with IFC or any Signatory, shall be treated as confidential information and shall be subject to any applicable use restrictions established by IFC and distributed to the Signatories.

2.13. **Observers.** IFC, in its sole discretion, may permit one or more organizations to sit on Advisory Board meetings as observers.

2.14. **No Fiduciary Obligations.** Neither members of the Advisory Board nor their representatives shall have any fiduciary or similar duties to Signatories or IFC solely by reason of their serving on the Advisory Board.

3. Signatories

3.1. **Becoming a Signatory; Signatory Letter.** To become a Signatory, a company or organization, or an individual who is (a) not affiliated with a company or organization that is a Signatory and (b) who meets the minimum qualification criteria determined by IFC from time to time as published on <https://www.growlearnconnect.org>, must sign and deliver to IFC, duly executed by an authorized person and in the form determined by IFC from time to time, a signatory letter, a form of which is attached hereto as Exhibit A (the “Signatory Letter”), in which the Signatory, among other things, confirms its endorsement of the Principles and its commitment to promoting the implementation of the Principles within the learning community. For the avoidance of doubt, a Signatory’s endorsement of the Principles is a non-binding commitment to follow the Principles. As part of the Signatory Letter, a Signatory must agree to accept the requirements and limitations contained in these General Terms, as they may be amended from time to time in accordance with Section 8 (*Amendment of the General Terms*).

3.2. **References to Signatory Status and to the Principles; Marks.** Each Signatory shall be permitted and encouraged to make accurate references to its status as a Signatory to the Principles. No Signatory shall imply that its status as a Signatory is an endorsement or verification of its alignment with the Principles by the Advisory Board, IFC or any member of the World Bank Group, nor shall any Signatory imply that the Advisory Board, IFC or any member of the World Bank Group is providing any legal or investment advice in connection with the Principles. IFC may from time to time issue further guidelines setting out requirements that Signatories may use to describe their status or the Principles, and for use of any trademark or trade name (including the names “Principles for Learning” and “Grow Learn Connect”) and any logo created or used in connection with the Principles (collectively, the “Marks”).

For clarity, unless IFC otherwise agrees, as between IFC and the Signatories, IFC shall own and administer the Principles, and the names “Principles for Learning” and “Learn Grow Connect”, in accordance with any requirements IFC may establish from time to time. IFC has no obligation to register, maintain or enforce any trademark or trade name in respect of the Principles. For clarity, at IFC’s discretion, the Principles may be licensed by IFC under the Creative Commons Attribution-NonCommercial-NoDerivs 3.0 IGO License. To view a copy of the license, visit <https://creativecommons.org/licenses/by-nc-nd/3.0/igo/>.

3.3. **License.** Subject to the terms of these General Terms and the Signatory Letter, IFC grants to the Signatories a non-exclusive, royalty-free, non-transferable license, without the right to sublicense, to use the Marks solely for the purposes set forth in these General Terms and the Signatory Letter (the “License”).

- a) Unless otherwise agreed by IFC, the Marks may be used only by a Signatory for so long as it complies with these General Terms and its Signatory Letter, any further guidelines or requirements issued by IFC from time to time, and applicable law. The Marks may not be used by any Signatory in any way that suggests that IFC approves or endorses such Signatory's products or services, or any investment in or offering of securities by such Signatory, or any statement made by such Signatory in relation to the Principles.
 - b) The Signatories may not grant to any third party, including, without limitation, an end user of any individual Signatory's website, a sublicense or any other right to any of the Marks or otherwise permit any third party to use the Marks.
 - c) The Signatories shall defend, indemnify and hold the Advisory Board, IFC and any member of the World Bank Group, harmless from and against any and all damage, loss, liability or expense (including reasonable attorneys' fees) that any of them may suffer or incur arising from, related to, or as a result of any claim arising from the Signatory's use of the Marks. For clarity, IFC shall have no liability to the Signatories with respect to any claim that the Marks infringe the intellectual property rights of any third party.
 - d) IFC may terminate the License granted herein, in whole or in part, at any time (i) if IFC terminates administration of the Principles in accordance with Section 7 (*Terminating Administration of the Principles*); (ii) upon any material breach of these General Terms, including Sections 3.2 (*References to Signatory Status and to the Principles; Marks*) and 3.3 (*License*) specifically, or the Signatory Letter, by the Signatory that cannot be cured or remains uncured for a period of ten days following notice of such breach by IFC or the Signatory; or (iii) immediately upon notice by IFC, if IFC, in its sole discretion, reasonably believes that damage or reputational harm is occurring or may occur to it or any of its affiliates by reason of the continuation of the License.
- 3.4. **Involuntary Termination; Suspension.** A Signatory shall no longer be eligible to be a Signatory and will have its status as a Signatory involuntarily terminated if: (i) it or any of its Affiliates (as that term is defined below) is named on any of the lists from time to time promulgated by the United Nations Security Council or its committees pursuant to any resolution issued under Chapter VII of the United Nations Charter, or on the World Bank Listing of Ineligible Firms & Individuals; or (ii) any representation or statement expressed by the Signatory in connection herewith is determined to be false, fraudulent, negligent or materially incorrect, incomplete or misleading. IFC's determination that there are grounds to terminate a Signatory shall be conclusive and such termination shall be automatic; provided, however, that IFC may, in its sole discretion, suspend the Signatory's status and/or grant the Signatory an opportunity to cure such breach within a period of ten days following notice of such breach by IFC or the Signatory. For purposes hereof, "Affiliate" shall mean any individual, entity or other enterprise or organization controlling, controlled by, or under common control with the Signatory.
- 3.5. **Voluntary Termination.** A Signatory may voluntarily terminate its status as a Signatory by notice in writing to IFC.

- 3.6. **Effect of Termination or Suspension.** In the event that a Signatory's status as a Signatory is terminated or suspended in accordance with Sections 3.4 (*Involuntary Termination*), 3.5 (*Voluntary Termination*) or 6 (*Terminating Administration of the Principles*), the relevant company, organization or individual shall promptly remove any references on its website or elsewhere to its status as a Signatory to the Principles.
- 3.7. **Compliance.** Signatories shall not disclose any confidential or commercially sensitive information to the Advisory Board or IFC, including future business plans, in connection with any activities, communications and conversations undertaken by them in relation to the Principles which they are not authorized to disclose or which might be deemed in violation of applicable law, including but not limited to, any applicable securities law, or otherwise undertake any activity, communication or conversation in relation to the Principles that might be deemed in violation of applicable antitrust, competition, or similar laws.
- 3.8. **Arbitration.** For any dispute between the Signatories or between a Signatory and IFC arising out of or relating to the Principles, the Signatory Letter, or these General Terms, or any matter contemplated herein, the relevant parties will attempt in good faith to resolve the dispute amicably within sixty (60) days from the date on which written notice of a dispute is received. In the event that an amicable resolution is not achieved in that time, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce then in effect by one (1) sole arbitrator appointed in accordance with those Rules. The seat of arbitration shall be London.

Nothing in the Principles, the Signatory Letter, or these General Terms in any way constitutes or implies a waiver, renunciation, or any other modification by any multilateral treaty-based organization (acting in any capacity contemplated herein, including as a Signatory) of any privilege, immunity or exemption accorded to it, or to its officers and employees, under its respective constituent instrument, any international convention, or applicable law. All such privileges and immunities are expressly reserved.

Nothing in the Principles, the Signatory Letter, or these General Terms, express or implied, is intended to or shall confer upon any natural or juridical person other than the Signatories or IFC any legal or equitable right, benefit, or remedy of any nature under or by reason of the Principles, the Signatory Letter, or these General Terms. Without limiting the foregoing, a natural or juridical person who is not a Signatory has no right under Contracts (Rights of Third Parties) Act 1999 (United Kingdom), or any similar legislation or analogous rule elsewhere, to enforce or enjoy the benefit of any term of the Principles, the Signatory Letter, or these General Terms.

- 3.9. **No Fiduciary Obligations.** Signatories shall not have any fiduciary or similar duties to IFC or the Advisory Board solely by reason of their status as Signatories.

4. Amending the Principles

IFC may, from time to time, amend the Principles. IFC may, at its sole discretion, invite the Signatories to submit proposed amendments to the Principles. IFC will, in consultation with the Advisory Board, review such proposals and prepare a consolidated list of amendments that it

recommends. Any amendments to the Principles shall be approved by IFC, in consultation with the Advisory Board, upon thirty (30) days prior written notice to the Signatories.

5. Notices

- 5.1. **Notice to IFC.** Any notice, ballot or other communication that is to be provided to IFC under these General Terms shall be delivered to IFC at such electronic mail address (or in the event of a failure of electronic mail delivery systems, postal mail address) as IFC shall specify on its website from time to time.
- 5.2. **Notice to Signatories.** Any notice, ballot or other communication that is to be provided to the Signatories under these General Terms shall be deemed to have been delivered on the date on which IFC (a) posted such communication on IFC's website or (b) delivered such communication by electronic mail (or, in the event of a failure of electronic mail delivery systems, postal mail) to the Signatories.

6. Other Policies and Procedures

IFC may, in its sole discretion, publish on its website other appropriate policies and procedures necessary for the administration of the Principles. Such policies and procedures may include, for instance, policies and procedures relating to confidentiality, conflicts of interest, intellectual property, or antitrust.

7. Terminating Administration of the Principles

If, in the sole judgment of IFC, the Principles no longer serve a beneficial purpose or there is not sufficient interest from Signatories to continue to administer the Principles or for any other reason as IFC may determine, IFC may terminate administration of the Principles upon thirty (30) days' notice to the Signatories.

8. Amendment of the General Terms

These General Terms may be amended from time to time by IFC in its sole discretion. IFC shall provide thirty (30) days' notice to all Signatories of any proposed amendment; provided that Section 3.8 (*Arbitration*) may only be amended by the unanimous approval of all Signatories in good standing. The General Terms, as amended from time to time, shall be binding on all Signatories.

These General Terms should not be regarded as incorporating legal or investment advice or as providing any recommendation regarding the suitability of the Principles for a prospective Signatory's specific purposes. Each prospective Signatory is encouraged to consult its own advisers before making any decision about whether to endorse the Principles. A decision to endorse the Principles must be made voluntarily and independently, and any such decision will be without recourse to the IFC, the World Bank Group or other Signatories.

Signatory status is not an endorsement or verification of a Signatory's endorsement of or alignment with the Principles by IFC or the Advisory Board. Neither IFC nor the Advisory Board shall be responsible for, or shall be liable in connection with, any act, omission or disclosure by any Signatory or any Affiliate of a Signatory or otherwise in respect of the Principles. In addition, neither IFC nor the Advisory Board shall have any obligation to determine if a Signatory's status as a Signatory should be suspended or terminated and shall not be held liable for any suspension or termination of a Signatory's status as a Signatory or any failure to suspend or terminate such status.

Neither IFC nor the Advisory Board shall be deemed liable to Signatories (or any other party) for any act or omission undertaken by it in the course of its activities with respect to the Principles or otherwise.

EXHIBIT A

Signatory Letter

The company, organization or individual listed above (the “Signatory”) confirms its endorsement of the Principles for Learning (the “Principles”) and its commitment to promoting the implementation of the Principles within the learning community. Terms not defined in this letter have the meanings set forth in the General Terms of the Principles (the “General Terms”).

In connection with its endorsement of the Principles, the Signatory hereby agrees and accepts the requirements and limitations in this Signatory Letter and the General Terms, including, for clarity, any requirements and limitations that may be established from time to time in accordance with the General Terms.

1. **References to Signatory Status and to the Principles; Marks.** The Signatory acknowledges and agrees that it may make references to its status as a Signatory and use the Marks strictly in accordance with this Signatory Letter and the General Terms.
2. **No Endorsement.** The Signatory acknowledges and agrees that Signatory status is not an endorsement or verification of its endorsement of or alignment with the Principles by the Advisory Board, the International Finance Corporation (“IFC”) or any member of the World Bank Group (the “WBG”), and that neither the Advisory Board, IFC nor any member of the WBG is providing any legal or investment advice in connection with the Principles. Neither the Advisory Board, IFC nor any member of the WBG is responsible for, or shall be held liable in connection with, any act, omission or disclosure by any Signatory or otherwise in respect of the Principles. Except as expressly set forth in the General Terms, nothing in this Signatory Letter or in the General Terms shall be deemed to impose any obligation on the Advisory Board, IFC or any member of the WBG.
3. **Integrity Representation.** The Signatory represents, warrants and undertakes that neither it nor any of its Affiliates (as defined below) is listed or designated on any of the lists currently promulgated by the United Nations Security Council or its committees pursuant to any resolution issued under Chapter VII of the United Nations Charter or on the World Bank Listing of Ineligible Firms & Individuals. In the event that it (or any of its Affiliates) is listed or designated in the future on any such list, the Signatory agrees to promptly notify IFC of such occurrence. The Signatory understands that its status as a Signatory is subject to (among other things) compliance with the conditions set forth in this paragraph, and that its Signatory status may be revoked, suspended or terminated for any violation of or failure to comply with such requirements. For purposes hereof, “Affiliate” shall mean any individual, entity or other enterprise or organization controlling, controlled by, or under common control with the Signatory.
4. **IFC Access to and Use of Information.** The Signatory acknowledges and agrees that IFC may access and use information provided by the Signatories for such business purposes as IFC considers appropriate in connection therewith, in accordance with the General Terms, including (a) using the names and contact information of the Signatories and any Authorized Representative (as defined below) in relation to the possible provision of services by IFC to a Signatory or otherwise in relation to

the Principles, and (b) using the name and logo of the Signatory for purposes relating to the Principles, including for publicity, in accordance with IFC's internal policies, procedures and practices.

5. **Authorized Person.** The Signatory hereby designates the person(s) listed as Authorized Person(s) above (each, an "Authorized Person") as the authorized representative(s) of the Signatory with respect to the Principles. The Signatory confirms and undertakes that each such Authorized Person is authorized (without power of substitution except as expressly provided in the General Terms) to execute any and all writings and agreements and to take any other action, in each case, on behalf of the Signatory, in relation to the Principles or the General Terms, as s/he may reasonably deem necessary or appropriate from time to time. The Signatory acknowledges and agrees that IFC is entitled to rely upon, and shall not incur any liability for relying upon, any statement, representation, notice or consent made by such Authorized Person(s) without any further inquiry.
6. **Delivery of Signatory Letter.** The Signatory hereby acknowledges that it must send this Signatory Letter, duly executed, to IFC via email to [enter email] for the Signatory status to come into effect.

Signature

Name

Title

Organization

Date