



## Cisco Academy Membership Agreement

These terms and conditions (“Agreement”) govern your Academy’s (“you”, “your”) participation in the Cisco Networking Academy Program (“the Program”).

Cisco shall create, maintain and make available to you the “Networking Academy Membership Guide” (NAMG). The NAMG are hereby incorporated by reference for all purposes as if fully set forth. The NAMG describes the benefits, roles and responsibilities for all entities participating in the Program. Benefits of participating as an Academy currently include the following: access to Course Curriculum and Packet Tracer, Equipment and Certification Discounts, NetAcad Maintenance, Academy Support which includes Global Support Desk and a Learning Management System as well as support for on-going Instructor Professional Development. More details can be located in the NAMG.

If there is a conflict between any of the clauses of this Agreement and the NAMG, then the clauses of this Agreement shall prevail solely to the extent of that inconsistency. As the Program evolves, changes to the NAMG may be appropriate. Academy acknowledges and agrees that Cisco may amend or supplement the NAMG from time to time in its sole but good faith discretion. Cisco will exercise commercially reasonable efforts to provide advance notice via Academy Connection of any material change to the NAMG.

A further benefit of participating in the Program is the availability of support provided to Academies directly from your Academy Support Center. The support process is detailed in the NAMG. This Agreement does not affect your support relationship with your Instructor Training Center.

Please review the NAMG carefully before agreeing to participate in the Program. If Cisco reasonably believes you are in violation of the NAMG and these violations are not remediable via the support process detailed in the NAMG, Cisco may expel you from participating as a Cisco Network Academy.

Cisco grants you a nonexclusive, nontransferable license to use the relevant Program material it provides to you solely for the purpose of teaching students during the term of this Agreement and otherwise in accordance with the terms and conditions set forth in this Agreement. You shall not make any copies, duplicates, or derivative works of that material without prior written consent from Cisco. Cisco retains all right, title, ownership and interest in that material and any modifications or improvements, including but not limited to translations and localized versions of Program material. All licenses not expressly given by Cisco herein are reserved. You shall not remove, conceal, or alter any product identification or proprietary notices appearing on the Program material or any Products made available in connection with the Program. Except as set forth in any separate agreement involving the relevant products, your rights and obligations with respect to any software provided in connection with the Program shall at all times be subject to the terms found [here](#).

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CISCO PROVIDES ALL COURSE MATERIALS, SERVICES, WEBSITES OR OTHER DELIVERABLES HEREUNDER “AS IS”, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NONINFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

This following provisions (a)-(e) govern your use of any Program websites which are provided to you “as-is”, including Academy Connection and treatment of personal data, including your obligations to protect the personal privacy of your employees, students, instructors, administrators, or any other Program participants:



- (a) By accepting this Agreement, you represent that you have read and agree to comply with Cisco Networking Academy Privacy Policy located [here](#) and to ensure that your employees, agents, students, instructors, administrators, or any other Program participants also comply with that policy.
- (b) You represent and warrant that your policies for soliciting, collecting, storing, and forwarding of any personal data comply with local laws and regulations. You shall not distribute, including forwarding to Cisco, any personal data in violation of any laws or regulations and will immediately notify Cisco of any request from Cisco you reasonably believe violates such laws or regulations
- (c) Individual users and your administrators have ultimate control over the collection and publication of personal data. If your own policies or agreements conflict with this Agreement, this Agreement shall control. Therefore, the possibility exists that a person's disclosure of personal data to Academy Connection will supersede your own disclosure practices and /or policies.
- (d) You shall obtain any necessary consent to solicit, collect, store, forward, or allow access of any type to any confidential or personal data (whether of employees, agents, students, instructors, administrators, or any other Program participants or otherwise), including the transfer of such information to the United States and/or another country outside the European Economic Area. You shall maintain proof of consent in a legally acceptable format in the relevant jurisdiction and shall provide such proof of consent to Cisco upon reasonable demand. In addition, you agree to comply with your obligations as data controller under applicable laws and regulations.
- (e) You shall defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages, liabilities, settlement, costs or expense (including legal expenses and the expenses of other professionals) as incurred, resulting from or arising out of any breach of applicable laws relating to the treatment of personal data, including any claim for the unauthorized solicitation, collection, storage, forwarding, or use of personal data. As a condition to such defense and indemnification, Cisco will provide you with prompt written notice of the claim and permit you to control the defense, settlement, adjustment or compromise of any such claim. Cisco may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if such counsel is necessary because of a conflict of interest of either you or your counsel or because you do not assume control, you will bear the expense of such counsel. Cisco shall have no authority to settle any claim on your behalf.

Your term of membership in the Program is three years (36 months), commencing when you click “accept” this Agreement. Either Cisco or Academy may terminate for any reason or for no reason by providing at least thirty (30) days’ written notice to the other. Either party may refuse to extend or renew the three year- term for any reason or no reason.

By clicking “Accept”, you represent that you are authorized to enter into this Agreement (including the NAMG) on behalf of your Academy.

Agreement Status: Accepted Online

Acceptance Date: 12/20/2011

Institution ID: 3074468

Computer Engineering Diponegoro University

Prof. Sudharto street, UNDIP Tembalang Campus

Semarang, Jawa Tengah 50112

Indonesia