

# GLOBAL PROFESSIONAL COURSE AGREEMENT

This Professional Course Agreement ("Agreement") is entered into as of [Date] by and between:

## 1. APPROVING AGENCY:

World Association of Photobiomodulation Therapy (WALT), is a non-profit (501c3) professional scientific organization registered under the laws of New York, USA, with its principal office located at 3435 Main Street, Buffalo, NY 14214 USA.

## 2. COURSE ORGANIZER:

[Organizer Name], residing at [Address] (Course Organizer).

The Approving Agency and Course Organizer are collectively referred to as the "Parties" and individually as a "Party."

## 1. COURSE DETAILS

1.1 Course Title: [Insert Course Title]

1.2 Duration: [Insert Duration, e.g., 1 day with optional additional days]

1.3 Location: [Insert Location or Virtual Platform Details]

1.4 Fee Structure: Should be explicitly specified.

1.5 Payment Terms: Full payment is due upon approval of course within 30 days. Failure to pay may result in denial of participation.

1.6 Type of Course organizer: Academic / Non-Profit/For Profit

## 2. NON-COMPETE CLAUSE

2.1 The Course organizer agrees not to engage in any business or activity that directly competes with the Organizer's course content, methodologies, or materials for a period of three (3) years following the completion of the course.

2.2 This non-compete clause applies globally and includes, but is not limited to, the development, delivery, or promotion of similar courses, materials, or services.

2.3 The Course organizer acknowledges that any breach of this clause may result in legal action and/or financial penalties.

## 3. COURSE MATERIALS AND CONTENT

3.1 All course materials, including but not limited to presentations, handouts, videos, and digital content, are the intellectual property of the Organizer.

3.2 The Course organizer agrees not to reproduce, distribute, or use the materials for commercial purposes without prior written consent from the Organizer.

3.3 The Organizer reserves the right to review and approve any use of the course materials by the Course organizer.

## 4. CONFLICT DECLARATIONS

4.1 The course organizer declares no conflicts of interest in delivering the course content.

4.2 The course organizer agrees to disclose any potential conflicts of interest that may arise during or after the course.

## 5. NO COMMERCIAL ENDORSEMENTS

5.1 The course content shall not include any commercial endorsements or promotional material for third-party products or services unless explicitly approved by the Organizer in writing.

5.2 The Course organizer agrees not to use the course or its materials to promote any commercial interests without prior consent.

## 6. CONFIDENTIALITY

6.1 The Course organizer agrees to maintain the confidentiality of any proprietary or sensitive information disclosed during the course.

6.2 This obligation shall survive the termination of this Agreement.

## 7. TERMINATION

7.1 WALT reserves the right to terminate the Course organizer's access to the course for non-payment, misconduct, or breach of this Agreement.

7.2 In the event of termination, the Course organizer shall not be entitled to a refund of any fees paid.

## 8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed by and construed in accordance with the laws of New York, USA.

8.2 Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the rules of New York, USA. The arbitration shall take place in Buffalo New York, USA, and the language of arbitration shall be English.

## 9. ENTIRE AGREEMENT

9.1 This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, representations, or understandings, whether written or oral.

9.2 Any amendments to this Agreement must be made in writing and signed by both Parties.

## 10. ACKNOWLEDGEMENT

10.1 By signing below, the Course organizer acknowledges that they have read, understood, and agreed to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

WALT

[Course Organizer Name]

By:

By:

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Name:

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Name:

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Title:

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Title:

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