

TRAINING AND NON-DISCLOSURE AGREEMENT

Decipher GovCon – Government Contracting Training Course

This Training and Non-Disclosure Agreement (“Agreement”) is entered into and made effective as of the date of signature below (“Effective Date”) by and between:

Griffin Consulting Partners LLC, a Maryland limited liability company with a principal business address at Bowie, Maryland, and website at www.griffincpl.com (“GCP LLC” or “Provider”), and

The undersigned individual or entity, whether acting as an individual, representative of a nonprofit organization, commercial business, or government agency (“Participant”).

Together referred to as the “Parties,” and each individually as a “Party.”

1. Purpose and Scope

The purpose of this Agreement is to set forth the terms and conditions under which the Participant shall attend or access the proprietary “Decipher GovCon” training course, and to protect all associated confidential, proprietary, and intellectual property materials provided by GCP LLC.

2. Ownership of Intellectual Property

All content and intellectual property related to Decipher GovCon, including but not limited to:

- Training materials
- Slides, guides, and handouts
- Audio or video recordings
- Methodologies, frameworks, and processes
- Images, templates, and checklists
- Access portals, documents, written commentary, and data

are and shall remain the sole and exclusive property of Griffin Consulting Partners LLC.

Under no circumstances shall Participant reproduce, modify, distribute, resell, or use such materials outside of the permitted training context without the express written consent of GCP LLC.

3. Non-Disclosure Obligations (NDA Clause)

Participant agrees:

- Not to disclose such information to any third party;
- Not to use such information for any purpose outside the training’s intended use;
- To safeguard such information using commercially reasonable standards.



This confidentiality obligation survives termination of this Agreement for a period of five (5) years and applies globally regardless of jurisdiction.

4. Fees and Additional Costs

- Participant understands the fee covers only the training course content.
- Additional services are not included and may incur separate, additional costs.
- GCP LLC reserves the right to charge for such services, with all fees paid in advance.
- Premium support, software tools, or third-party vendor integrations may also be charged separately.

5. Payment Terms

- All deposits and payments are non-refundable, except as expressly agreed.
- No services will be rendered until full payment is received.
- Payment obligations apply internationally and across all U.S. states and territories.

6. Disclaimer of Guarantees

GCP LLC makes no guarantees regarding:

- Award of any contract or funding
- Selection by government agencies
- SBA program or Certification acceptance
- Increased proposal success or revenue

This Agreement is not a solicitation, offer, or promise of a government contract.

7. No Responsibility Disclaimer

GCP LLC is not responsible for:

- Misuse of training materials
- Errors in compliance
- Denial of proposals or certifications
- Performance of referred third-party consultants
- Technical access issues
- Participant's failure to meet contracting requirements

8. Governing Law and Jurisdiction

This Agreement is governed by Maryland law.

- Exclusive jurisdiction lies with courts in Prince George's County or federal courts in Maryland.
- Subject to FAR, DFARS, CFR, and SBA guidelines.

9. Severability

If any provision is invalid, the remainder will still apply.



10. Entire Agreement

This is the full agreement. Changes must be written and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date:

Griffin Consulting Partners LLC

By: _____
Name: _____
Title: _____
Date: _____

Participant

By: _____
Name: _____
Entity/Company (if applicable): _____
Title: _____
Date: _____

Participant

By: _____
Name: _____
Entity/Company (if applicable): _____
Title: _____
Date: _____