

**International Facility Management Association**  
**Instructor License Agreement**

This License Agreement ("Agreement"), entered this \_\_\_\_\_ day of \_\_\_\_\_, 2015, effective as of the date of execution by all parties, between **INTERNATIONAL FACILITY MANAGEMENT ASSOCIATION**, a not-for-profit corporation organized under the laws of Michigan whose principal place of business is 800 Gessner, Suite 900, Houston, Texas 77024-4257 (hereinafter, "IFMA") and \_\_\_\_\_ of \_\_\_\_\_ [location], a[n] individual (hereinafter, "Instructor").

The parties do hereby enter into the following agreement:

**I. Definition.**

The educational material that is the subject matter of this agreement as outlined in Attachment A.

Recitals. R-1. Whereas IFMA possesses valid federal and/or state Trademark registrations for the above names, marks, logos, etc.; and Whereas IFMA is the owner of all rights in and to various trademarks, trade names, logos, initials and other symbols associated with IFMA, including common law rights, which marks, etc. include the IFMA name and logo itself; the "Certified Facility Manager" mark (including a drawing of a three-quarters circle, inside which are a capital C, small f and capital M small-case letters "c", "f" and "m", interlocked and multi-colored); and the "Facility Management Professional" mark, consisting of lower case "f", "m" and "p", multi-colored, with a semi-circle just above and between the "f" and the "m", partially enclosing the letters; and the "Sustainability Facility Professional" mark, consisting of lower case "s", "f", and "p", multi-colored, with a semi-circle just above all letters, partially enclosing the letters.

R-2. Whereas INSTRUCTOR desires a license to use only the IFMA name and logo and the "Certified Facility Manager" mark (including a drawing of a three-quarters circle, inside which are a capital C, small f and capital M small-case letters "c", "f" and "m", interlocked and multi-colored); the "Facility Management Professional" mark, consisting of lower case "f", "m" and "p", multi-colored, with a semi-circle just above and between the "f" and the "m", partially enclosing the letters; and The IFMA FMP Credential Program name; the "Sustainability Facility Manager" mark, consisting of lower case "s", "f", and "p", multi-colored, with a semi-circle just above all letters, partially enclosing the letters; and The IFMA SFP Credential Program name.

R-3. Whereas INSTRUCTOR desires a license to use only the IFMA name and logo and the Facility Management Learning System Logo.

R-4. Whereas INSTRUCTOR desires a license to use only the IFMA name and logo and the Essentials of Facility Management logo.

**II. Grant of license.**

IFMA hereby grants Instructor a non-exclusive, non-assignable license for use to teach physical classroom courses in one of the following IFMA licensed venues: Chapters/Councils, In-house Corporate Program, IFMA Headquarter offerings, Colleges and Universities or Training Affiliates to offer the herein described course and to use the herein specified marks, strictly in accord with the terms and conditions of this agreement and for no other use or purpose. Instructors may not coordinate/advertise **public or government** classes or teach in a virtual environment unless a separate License agreement has been issued by IFMA for those specific venues. Unauthorized

use of the course(s) or any IFMA materials may result in the immediate termination of this agreement, the immediate withdrawal of authority to teach the course(s) and/or use the marks, and statutory damages and other remedies for copyright and/or trademark infringement. Instructor may not sublicense the use of the Trademarks to third parties.

### **III. Obligations of Instructor.**

- A. The course(s) and marks may only be used and taught by an Instructor who:
  - i. has met the criteria for serving as an instructor for IFMA courses and programs as outlined in Attachment B. Such designation shall not in any way imply or be interpreted as an “endorsement” or recommendation of the Instructor, and the Instructor shall not do or say anything, expressly or implicitly, to lead others to believe the contrary;
  - ii. agrees to be bound by the terms of this agreement;
  - iii. agrees, for a period of one year after the completion of the last course he teaches for a client, not to contract directly with that client to teach that course anywhere in the world;
  - iv. agrees not to engage in activities detrimental to the image, supply chain or marketing of IFMA courses;
  - v. agrees to the terms on the instructor handbook as outlined in Attachment C;
  - vi. agrees to teach physical in-classroom courses; and
  - vii. Failure of the Instructor to abide by these terms and conditions at any time may result in the immediate termination of this agreement and in the immediate withdrawal of IFMA’s approval for the Instructor to deliver any or all of its courses or programs.
- B. Instructor shall not use course materials, the course or IFMA marks outside of this agreement. For example, Instructor may not use the program or marks in any consulting work s/he may do, for or without compensation; in conjunction with programs offered by any academic institution; in concert with any third party that is not IFMA. The foregoing examples are intended to be illustrative only and not exclusive.
- C. Instructor shall submit any promotional, advertising and/or marketing materials, to be used in any medium, for IFMA’s prior written approval, which approval shall not unreasonably be delayed or denied by IFMA. No approval is needed for promotional material obtained from the Partner Resource Center.
- D. In presenting the course(s), Instructor shall use only the course components that are the subject matter of this agreement. Unless Instructor has obtained the prior written approval of IFMA, Instructor may not in any way modify the course contents or course materials by, for example, changing a course name; or adding any material to, deleting from, or updating the materials purchased from IFMA as texts for the courses offered. Nevertheless, Instructors may be allowed to enhance the program of study using practical experiences, public domain resources, and other appropriate adult learning activities so long as all enhancements are in compliance with all applicable copyright laws (see Attachment D as reference).

### **IV. Relationship between the parties.**

The relationship between the parties is that of contractor (IFMA) and independent contractor (Instructor). Instructor is not the employee, agent or representative of IFMA. Instructor shall have no authority to speak for or bind IFMA and Instructor shall not say or do anything, or fail to say or do anything, expressly or by implication, to

any third party to the contrary. Instructor will be paid for his or her work in presenting the course by the entity for or to whom the course is being taught. IFMA will not pay or be responsible for the fees or expenses of the Instructor unless instructor is under a separate contract with IFMA for specific services; Instructor shall look solely to the entity for or to whom s/he is presenting the course for payment. Instructor agrees that s/he will not sue, claim against or bring any sort of action against IFMA for payment (or nonpayment) of fees or expenses incurred in the presentation of the course.

**V. Term of agreement.**

The term of this agreement shall commence on the date first above written and automatically expires December 31 of \_\_\_\_\_. Either party may cancel this agreement at any time by giving 30 days' notice to the other; or, either party may cancel this agreement immediately if allowed by other terms herein, or if the non-cancelling party breaches a material provision of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date and year written under the signature line of the parties below.

**INSTRUCTOR:**

**IFMA:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
International Facility Management Association

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cathy Pavick  
Printed Name

\_\_\_\_\_  
Senior Director, Professional Development  
Title

\_\_\_\_\_  
Date

## **Attachment A**

### **Subject Matter Definition(s)**

The Instructor is authorized to teach physical classroom courses of the educational material that is the subject matter of this agreement and consists of print and online components for the following.

- The CFM Exam Prep Workshop
- The IFMA FMP Credential Program
  - Operations and Maintenance course
  - Project Management course
  - Finance and Business course
  - Leadership and Strategy course
  - Interactive online study tools
- The IFMA SFP Credential Program
  - Strategy and Alignment for Sustainable Facility Management
  - Managing Sustainable Facilities
  - Operating Sustainable Facilities
  - Interactive online study tools
- The Facility Management Learning System
- The Essentials of Facility Management Workshop
  - Essentials of Facility Management: Introduction to Facility Management Workshop
  - Essentials of Facility Management: Operations and Maintenance Workshop Series
  - Essentials of Facility Management: Work Management in Facility Management Workshop Series

## Attachment B

### IFMA Qualified Instructor

Thank you for your interest in becoming an IFMA Qualified Instructor. Individuals who wish to teach any IFMA subject matter area as a consultant, for a training company, as an in-house corporate instructor, for a chapter or council, etc., must become an IFMA-qualified Instructor<sup>1</sup> and follow the process as outlined below.

IFMA may restrict the number of qualified instructors at any time or in specific market segments based upon market demand.

#### Steps to Becoming a Qualified Instructor

- Review and agree to the terms of the instructor agreement and instructor handbook prior to submitting an online application. All documents can be found at <http://www.ifmacredentials.org/fmp/ifma-qip>.
- All applications must be submitted online and will be reviewed by an internal peer committee at IFMA. Submission of an application does not guarantee or imply instructor-qualified status will be granted.
- Upon review of an individual's application, one of the following determinations will be made:
  - ❖ Qualified upon successful completion of self-study learning system and the virtual meeting explaining the instructor portal.  
Next Steps:
    1. Complete the online self-study modules and assessments.
    2. Completed instructor agreement and forward payment for instructor starter kit.
      - New instructors will be sent a pass code for the self-study online system and a copy of the student manuals.
  - ❖ Pending until conditions are successfully met (such as: co-teaching, taking a training seminar on teaching adult learners and so forth).  
Next Steps:
    1. Complete the online self-study modules and assessments.
    2. Complete any additional conditions noted in their qualified letter.
    3. Completed instructor agreement and forward payment for instructor starter kit.
      - New instructors will be sent a pass code for the self-study online system and a copy of the student manuals.
- Denied
  - Contact [laverne.deckert@ifma.org](mailto:laverne.deckert@ifma.org) with additional questions.

Potential instructors should read the following two pages prior to submitting an application.

**The process outlined below** describes the process for becoming an IFMA Qualified Instructor of the following IFMA subject matter areas:

- Facility Management Professional (FMP®)
- Sustainability Facility Professional (SFP®)
- CFM® Exam Prep Workshop
- Essentials of FM Workshops
- Facility Management Learning System (FMLS)

Upon reviewing the requirements, interested applicants should fill out the online application. For the instructor application and other important instructor information, please visit <http://www.ifmacredentials.org/fmp/ifma-qip>.

The following items should be noted prior to submitting an application:

- Interested applicants must have prior teaching experience with a focus on the adult learner, subject matter knowledge, ability to conduct leading discussions and interactive content presentations, oversee group learning activities and much more. Submission of an application does not guarantee, promise or imply instructor-qualified status.

Additional details on instructor requirements can be found by going to <https://www3.ifma.org/learning/instructors/application/>.

- Instructors will be qualified to teach IFMA's subject matter areas on a course by course basis. Instructor-qualified letters will specify details upon review of the individual's application. An individual may not be qualified until they have met specific conditions as outlined in their letter. Some of these conditions may consist of: attending a pre-approved, train-the-train course on adult learning, co-teaching with a Master Instructor and so forth.
- All costs to participate in co-teaching and ongoing training activities will be the responsibility of the individual and are subject to change. All efforts will be made to keep costs to a minimum; however instructors should be aware of the various costs associated with maintaining the IFMA-qualified Instructor status prior to submitting an application.
- Once an instructor is qualified or pending with conditions, instructors must become familiar with the enhanced course materials applicable to the courses outlined in the Instructor-qualified Letter. Prior to teaching any class, instructors must:
  1. Complete the self-study program & final assessments prior to teaching any class.
  2. Participate in an online meeting/recording to explain the instructor materials and the new instructor portal.
  3. Purchase the instructor starter kit. Starter kits include student self-study materials & final assessments and all instructor materials.

US\$495 for FMP, US\$595 for SFP, US\$495 for FMLS and \$US150 for Essentials of FM Workshops.

There is no fee for the CFM Exam Prep Workshop materials

After the instructor successfully completes the online self-study modules and assessments, IFMA will release the instructor slides, facilitator guide and instructor portal password.

- Instructors will be required to maintain their active-instructor status by signing instructor agreement forms through IFMA Headquarters every December. Instructors should be aware that additional steps such as instructor meetings and additional training seminars may be adopted at any time as a requirement to maintain their active status.

Complete details are outlined in the Instructor Handbook. For a copy of the instructor agreement forms and handbook, please log on to <http://ifmacredentials.org/instructor-documents/instructor%20handbook.pdf>.

- IFMA reserves the right to monitor instructors at any time to ensure the quality of its educational offerings.
- On a reasonable basis, IFMA will make available Master Instructors for virtual meetings and discussions to assist instructors with any questions or concerns they may have.
- In the event that there is a breach of confidentiality or copyright, IFMA reserves the right to remove an instructor's access to the online portal, terminate their qualified status and remove them from the qualified instructor list on IFMA's website.



## **Attachment C**

# **IFMA Qualified Instructor Handbook**

International Facility Management Association  
Professional Development/Education  
Department  
800 Gessner, Suite 900  
Houston, TX 77024-4257, USA  
713-623-4362 phone  
713-623-6124 fax



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INTERNATIONAL FACILITY MANAGEMENT ASSOCIATION

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# IFMA POLICY FOR INSTRUCTORS

**Purpose of this Handbook:** To guide and facilitate instructors' understanding of IFMA's educational policies and the processes supporting the delivery of IFMA's educational offerings.

## Expectations and Responsibilities of Instructors

- I. The designation of IFMA Instructor is a process that includes a review of the instructor candidate's qualifications, completion of required training, an assessment process, and continual education of the instructor's continuing training and development. The Instructor Qualification Process is outlined in Section II of the of the Recruit, Qualify, and Maintain Instructors portion of this manual.
- II. Instructors should be able to communicate with course participants and other interested parties about IFMA's mission, vision, and role in the FM profession, so that current and future FM practitioners recognize the benefit of membership.

### VISION

*To serve as the resource and representative for facility management.*

### MISSION

*To provide exceptional products, services, and opportunities that support and advance the facility management profession.*

### PURPOSE

*IFMA is a member-centered association that exists to guide and develop facility management professionals. In support of its members, IFMA promotes the Facility Management profession by providing leadership, recognition and standards of excellence.*

### Facility Management:

Facility management is a profession that encompasses multiple disciplines to ensure functionality of the built environment by integrating people, place, process and technology.

### Facility Management core competencies:

- Communication
- Finance and business
- Human factors
- Leadership and strategy
- Operations and maintenance
- Project management
- Quality
- Real estate and property management
- Technology
- Environmental stewardship and sustainability
- Emergency preparedness and business continuity

### IFMA:

IFMA is the largest and most widely recognized professional association for facility management. The association's members are represented through chapters, councils, communities and special interest groups worldwide. Globally, IFMA certifies facility managers, conducts research, provides educational programs and produces World Workplace, the largest facility management-related conference and exposition.

IFMA was established in 1980 as a not-for-profit, incorporated association dedicated to promoting excellence in the development of facility management professionals. Globally, IFMA spots trends, conducts research, provides educational programs, and assists corporate and organizational facility managers in developing strategies to manage human, facility and real estate resources.

- III. IFMA instructors should be aware of the different roles and responsibilities of IFMA's Professional Development/Education staff in order to contact the appropriate employee about issues that concern IFMA Professional Development/Education products and services.

## PROFESSIONAL DEVELOPMENT/EDUCATION CONTACT INFORMATION

Cathy Pavick  
Senior Director, Professional Development  
E-mail: [cathy.pavick@ifma.org](mailto:cathy.pavick@ifma.org)

Vicky Acosta  
On-line Education Manager  
E-mail: [vicky.acosta@ifma.org](mailto:vicky.acosta@ifma.org)

Rhonda Hager  
Credentials Manager  
E-mail: [rhonda.hager@ifma.org](mailto:rhonda.hager@ifma.org)

Karina Elizondo  
Credentials Coordinator  
E-mail: [karina.elizondo@ifma.org](mailto:karina.elizondo@ifma.org)

Brenda Varner  
Program Manager  
E-mail: [brenda.varner@ifma.org](mailto:brenda.varner@ifma.org)

Laverne Deckert  
Product Manager  
E-mail: [laverne.deckert@ifma.org](mailto:laverne.deckert@ifma.org)

IFMA Professional Development/Education  
800 Gessner, Suite 900  
Houston, TX 77024-4257  
713-623-4362  
713-623-6124 fax  
[www.ifma.org](http://www.ifma.org)

- IV. IFMA instructors should be familiar with IFMA education products and services, so that current and future FM practitioners can take advantage of IFMA education services and improve their knowledge and skills. An example of education products include:

- ◆ IFMA Education Courses (face to face and online)
- ◆ IFMA Credentials (FMP, SFP, CFM)
- ◆ CFM Exam Prep Workshop

Detailed information concerning the education products can be found on the IFMA web site, <http://www.ifma.org> or from the education brochures.

- V. All IFMA qualified instructors should have a clear understanding of the following in order to comply with IFMA established policies.

- ◆ Steps involved in the recruitment and qualification of IFMA instructors
- ◆ The differences between the delivery of effective presentations and course instruction
- ◆ The importance of continuing education and requalification for instructors
- ◆ IFMA education delivery methods, the role of chapters in delivering IFMA education, and

copyrights and intellectual property rights on educational material developed and used by IFMA

- ◆ Steps involved in the delivery of learning and the role and responsibilities of instructors.
- ◆ IFMA contracts and agreements

# IFMA APPROACH TO TRAINING

IFMA uses the following standard approach to needs assessment, development, delivery and updates to educational materials.

- I. Develop or revise course materials in concurrence with IFMA's Global Job Task Analysis. Align with credentials, FMP, SFP and/or CFM.
- II. Contractor(s) develop course materials. The contractor team may be composed of: professional educators, course designers, content developers, subject matter experts, instructors, FM practitioners, and CFMs.
- III. Pilot the course, train-the-trainer, and validate the course.
- IV. Deliver products to current and future FMs. Delivery modes may include:
  1. Instructor-led
  2. Online
- V. Presentation of materials to demonstrate learning of skills is conducted using the following:
  1. Leading discussion (using study circles/discussion groups)
  2. Interactive content presentations
  3. Group learning activities
  4. Role play
  5. Case study analysis
  6. Problem solving scenarios
  7. Multimedia
  8. Surveys and self assessment
- VI. Evaluation of Learning
  1. Formative: Learning activities that apply knowledge
  2. Summative: Attainment of learning objectives
- VII. Ongoing updates and evaluation of materials – feedback, advice regarding trends, changes in facility management practices. IFMA conducts a review of course materials and the Global Job Task Analysis on a 3-5 year cycle or as defined by industry standards (ie: IACET, ANSI, ACE, etc.)
- VIII. Standard procedures for all instructor led IFMA Courses:
  1. All instructors are expected to successfully complete the self-study course and thoroughly review the written participant manual and instructor PowerPoint & notes prior to the course.
  2. A virtual meeting with an IFMA qualified master instructor and/or IFMA staff shall be conducted as needed for existing qualified instructors to discuss content issues, classroom challenges, additional teaching tools and so forth. These meetings will be recorded for those that are unable to participate in the virtual meeting.
  3. Instructors shall regularly monitor the IFMA instructor community where information will be shared and distributed.
  4. Standard opening: Each instructor will be expected to greet each participant, review the schedule for the day and make any announcements that are provided from IFMA staff.
  5. If concerns arise with a student during a session, do not hesitate to contact the IFMA staff. It is critical for the instructor to be able to keep the participants focused; staff is available to handle personal complaints or issues.
- IX. Standard procedures for all corporate, chapter, council, government and other instructor led

courses:

1. IFMA employs a consultative approach with its agreements. This may necessitate additional requirements which will be addressed in the specific contract.
2. Instructors will be compensated according to the terms of their consulting agreements.
3. All instructors and all groups will be under the necessary license agreements prior to teaching an IFMA course.

## RECRUIT, QUALIFY, & MAINTAIN INSTRUCTORS

### I. QUALIFIED INSTRUCTOR PROCESS <http://www.ifmacredentials.org/fmp/ifma-qip>

The purpose of our instructor qualifying process is to provide consistent, high quality learning to develop FM professionals throughout their career.

- A. All applicants, regardless of which course/credential they wish to teach, must submit the following information:
- Current resume including your employment history and educational background
  - Two letters of recommendation from current CFMs, FMPs, SFPs or IFMA Fellows
  - Two references (name, company, phone, e-mail) from recent instructing engagements
  - Letter of Interest explaining why they want to teach for IFMA
  - Instructor applicants must prove Subject Matter Expertise in the area of course interest by submitting a detailed list of courses you have taught as instructor-only, co-instructor roles (and candidates part), length of courses, topics, a summary of learning objectives, number of participants, course sponsor and location of courses.\*
  - Completed and signed application
  - Signed Qualified Instructor Agreement
  - Signed Intellectual Property Rights and Non-Disclosure Agreement
  - Signed Proprietary Interest Release Form
  - Formal evaluations from past course instruction experiences. Evaluations should include co-teacher feedback, student feedback and course sponsor feedback.
  - Headshot (jpeg or eps) to be used by IFMA for marketing purposes (optional)
  - Brief bio to be used by IFMA for marketing purposes (optional)
- B. Send all information via the on-line application process located at <http://vcfmp.ifmacredentials.org/fmp/ifma-qip>.

## II. INSTRUCTOR QUALIFICATIONS

### Instructor Qualifications:

- Education: Bachelor's degree and a FMP, SFP or CFM (*see below for additional qualifications related to the CFM and SFP*)
- Experience: A total of eight (8) years of experience in Facility Management or related field, and two (2) years experience as a course instructor is required in order to qualify as an IFMA instructor. The Senior Director of Professional Development reserves the right to waive any of the education requirements for those candidates who can demonstrate equivalent education, training and experience as an instructor.
- Competency: Instructor candidates must demonstrate competency in a given topic through formal education, formal training and job experience.

### Instructional Experience:

Instructor candidates shall demonstrate experience in course instruction by listing courses the candidate has taught as instructor-only, co-instructor roles (and candidates part), length of courses, topics, a summary of the learning objectives, number of participants, course sponsors, and location of courses.

### Demonstrated Performance:

Instructor candidates shall submit summaries of evaluations from past course instruction experiences. The evaluations should include relevant co-teacher feedback, student feedback, and course sponsor feedback.

### Additional Requirements Specific to CFM, SFP or FMLS:

In addition to the Instructor Qualifications outlined in section II above, to be qualified as an instructor for the CFM Exam Prep Workshop or the FMLS, applicants must have a valid CFM designation.

In addition to the Instructor Qualifications outlined in section II above, to be qualified as an instructor for the SFP courses, applicants must be well versed in a wide array of sustainability topics, specifically the eight core concept areas of sustainability as defined by IFMA: energy, water, materials and resources, workplace management, indoor environmental quality, quality of services, waste and site impact. Each instructor candidate for the SFP shall also possess a current credential in facility management (at least a CFM or FMP) and a strong background knowledge in sustainability (such as LEED AP, Green Globes evaluator, BREEAM evaluator or equivalent). The Senior Director of Professional Development reserves the right to waive any of the credential requirements for those candidates who can demonstrate equivalent education, training and experience as an instructor.

### Train-the-Trainer Course:

To become qualified as an IFMA instructor, applicants shall provide documentation of completing a "Train-the-Trainer" course or documentation of adult teaching experience within the past 5 years. The "Train-the-Trainer" course must include participant presentation and feedback on the instruction in order to be included for qualification. If the instructor candidate has not completed an IFMA-provided Train-the-Trainer course, the curriculum of the Train-the-Trainer course shall contain the following, as a minimum:

- The Instructors role in learning
- The learning process
- Influences on learning
- Identifying course content
- Specifying behavior types
- Instructional planning
- Written instruction materials
- Oral presentation methods
- Questioning strategies
- Discussion and group participation methods
- Effective demonstration methods
- Use of instructional media
- Use of instructional devices
- Ways of measuring and evaluating student achievement
- Effective learning environments
- Class supervision

### Online Requirement for all Instructor Candidates:

To ensure integrity and consistency of content, each instructor candidate will be required to purchase IFMA's instructor kit, successfully complete the student self-study courses & final assessments they will be teaching and participate in instructor meetings.

### Completion of a supervised modular teaching session from a course:

For each IFMA course offered, each instructor candidate may become qualified by teaching at least one module from the course. Arrangements to teach via satellite can be coordinated; however instructors will be required to cover the fees for this option.

## III. INSTRUCTOR QUALIFIED PROCESS

- A. The instructor qualification by IFMA is a formal process. Section I, Qualified Instructor Process, outlines the application process for Instructor candidates. IFMA shall select instructors based on the following criteria:
  - i. Formal training in instructional methods
  - ii. Instructor capabilities and experience
  - iii. Demonstrated content competency and expertise
  - iv. Knowledge of facility management
  - v. Ability to successfully complete self-study materials for new credentials or workshops such as the FMP, SFP, Essentials of Facility Management Workshops and so forth.
- B. Once the instructor candidate has submitted the required documentation to the Professional



Development/Education Department of IFMA, the material will be reviewed and a recommendation will be made accordingly. The recommendation may include some or all of the following:

- i. Approval of the candidate, as submitted.
- ii. A face-to-face or telephone interview with the candidate.
- iii. Submission of additional supporting documentation.
- iv. Requirements for IFMA to audit an existing candidate's course.
- v. Requirement for the candidate to audit, or co-teach an IFMA course.
- vi. Demonstrated knowledge of IFMA instructional materials.
- vii. Non-approval of the candidate, as submitted

IFMA's Senior Director of Professional Development has the final authority to approve or deny qualified instructor status. There is no guarantee those that submit instructor applications will be qualified nor can IFMA guarantee that future changes could not potentially alter the overall instructor program after an instructor is qualified. These changes could include but not be limited to outsourcing the on-going instructor qualified and training process, expanding the training requirements to maintain qualified instructor status or reducing/eliminating the number of instructors needed.

Once an instructor is qualified or pending with conditions, and prior to teaching a course, instructors must become familiar with the FMP, SFP, Facility Management Learning System, Essentials of Facility Management and/or CFM Workshop materials by completing the self-study program and successfully passing the final assessments for each module. In addition, all instructors are required to attend an FMP, SFP, Facility Management Learning System and/or CFM Workshop-specific preparation class created in order to review the instructor-led materials, PowerPoint's, and the instructor portal. IFMA may offer this training in an on-line format.

Instructors will be sent the student self-study credential program upon receipt of a completed instructor agreement and payment. After the instructor successfully completes the self-study courses and passes all the final assessments and/or any conditions noted in their qualified letter, IFMA will release the instructor slides, facilitator guide and instructor portal password. IFMA reserves the right to remove an instructor's access to the on-line portal, terminate their qualified status and remove them from the qualified instructor list on IFMA's website if the terms of the agreement or handbook are violated.

C. All costs associated with becoming and maintaining IFMA qualified instructor status are at the expense of the instructor (or the entity they are working for). All attempts are made to keep these expenses reasonable, but expenses will occur. Some expenses that will be associated with becoming a qualified instructor include but not limited to:

- Instructor materials for new or updated courses (US\$495/FMP, US\$595/SFP, US\$495/Facility Management Learning System, US\$150/Essentials of Facility Management Workshops, no charge for CFM Workshop for new courses. TBD for revised materials)
- Conditions set forth during the qualifying period such as co-teaching, taking a train-the-trainer course, etc.
- Mandatory meetings/training as identified by IFMA to meet and maintain accreditation standards

## IV. INSTRUCTOR MAINTENANCE

Part of being an IFMA qualified instructor requires continuing education so that instructors remain current on educational methods and techniques.

IFMA's qualified instructors are not employees of IFMA and therefore are responsible for handling their own contracts with a potential client.

Ongoing Educational Requirements:

- A. Instructors will be required to maintain instructor qualifications consisting of continuing education in instructional methods and ongoing classroom instruction hours. Instructors will be required to sign yearly agreements with IFMA via an on-line renewal process; however continuing education requirements will be reviewed on a 3-year basis. Ongoing instructor requirements will consist of the following:
  - i. Documented course instruction of at least 40 hours over the 3-year period.
  - ii. Continuing professional development hours in course instruction of at least 16 hours over the 3-year period.
- B. Instructors shall attend the training session for the new instructor portal and shall use this portal to the fullest extent possible.
- C. IFMA qualified instructors may only teach for those entities licensed to use IFMA materials. These licensed entities will purchase the appropriate materials from IFMA. If a qualified instructor owns a consulting company and wants to offer courses in a public venue, they are required to apply for a Training Affiliate license agreement. Please go to <http://vcfmp.ifmacredentials.org/fmp/ifma-global-training-affiliate/> for complete information.
- D. Some of IFMA's licensed affiliates may be granted options via their license agreement to offer education via a virtual platform based upon their capacity as demonstrated to IFMA. Qualified instructors cannot offer this option on their own unless their company is licensed by IFMA as a training affiliate and written permission is granted.
- E. IFMA does not guarantee, promise or imply a qualified instructor will be contracted by a licensed affiliate (chapter, councils, corporate, training affiliates, IFMA Headquarters, also known as the Service Center of Excellence (SCOE), colleges/universities, and so forth) to teach an IFMA course. The licensed affiliate has the right to contract out with the qualified instructor of his/her choice.
- F. Instructors agree not to violate IFMA's Intellectual Property and Nondisclosure Agreement and Proprietary Interest Agreement. Unless with the prior approval of IFMA, evidenced by some writing, instructors may not in any way modify the course content(s), course materials or instructor materials by, for example: changing a course name, adding any material to, deleting from, or updating, the materials purchased/provided from IFMA as texts for the courses offered or supplementing the materials.
- G. Instructors shall not aggressively promote their own company or the company for which they work. Instructors are allowed to mention their professional affiliation and to distribute business cards at the beginning or end of class.
- H. Instructors shall wear appropriate attire (business/business casual) while teaching for a licensed affiliate.
- I. Inappropriate Comments/Materials: Instructors warrant and represent that, as a representative of the FM profession, the content of their lectures and their methods of instruction shall not contain any materials or content that could reasonably be considered prurient, defamatory, or obscene. Instructors further represent and warrant that any and all

educational materials utilized in the course shall not violate, infringe, or impede the legal or equitable rights of any person, firm, corporation, or other organization.

- J. Course Evaluation: All instructors and courses will be evaluated according to the Course Evaluation form provided on-line.
  
- I. Instructor Evaluation: IFMA reserves the right to observe instructors in the classroom, monitor instructor ratings, and/or remove an instructor's qualified status. Conditions may be required and could consist of developing a plan to remediate specific concerns and time frame to accomplish it. Concerns about course evaluations should be directed to the Senior Director of Professional Development.
  
- J. Instructors shall attend additional training or meetings as necessary. Mandatory requirements will be at the cost of the qualified instructor; however IFMA will make all attempts to keep expenses at a reasonable level.

Some reason for additional training or meetings may be but are not limited to:

- ◆ Course update/revision
- ◆ Course pilot (new courses)
- ◆ Recurring training (every three years)
- ◆ Online teaching/facilitation
- ◆ Train-the-Trainer (to serve as trainer)
- ◆ IFMA professional development updates

# IFMA INSTRUCTOR CODE OF CONDUCT

All IFMA members and anyone affiliated with IFMA are expected to comply with the IFMA Code of Conduct. When in doubt, they have the responsibility to seek clarification from IFMA.

## Code of Conduct

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1. I shall have as my primary goal developing and managing safe, human, and functional work spaces.
2. I shall integrate the needs of management with the needs of people in the workplace to develop and manage humane and effective work environments.
3. I shall have as an achievable goal maintaining objective, professional judgments. I shall not compromise this judgment by undertaking any activity, accepting any contribution or having any conflict of interest that would prevent acting in the best interest of my employer, clients, or those people for whom I provide or maintain workplaces.
4. I shall practice in a manner that supports the rights of employers, employees and clients, and shall not discriminate because of race, sex, creed, age or national origin.
5. I shall continually seek new information to maintain and upgrade my professional skills relative to the design, construction, maintenance and management of the physical environment as it relates to people and work processes.

This document is a guideline and does not represent the entire breadth of what constitutes good conduct and ethical behavior.

# INTELLECTUAL PROPERTY RIGHTS AND NONDISCLOSURE AGREEMENT

IFMA owns unlimited, exclusive rights to all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art and any other work that may be the subject matter of copyright protection: advertising and marketing concepts; information; data; code; formulas; designs; models; drawings; computer programs, including all documentation, related listings, design specifications, and flowcharts; trade secrets; and any inventions, including all processes, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon. IFMA therefore assumes all worldwide rights, title and interest in and to intellectual property created, made, conceived, reduced to practice or authored in connection with the performance of this assignment or with the use of information, materials or facilities of IFMA. IFMA shall be free to make, have made, use, offer for sale, sell, modify, translate and import products utilizing all intellectual property.

Contractors and sub-contractors understand and agree that all materials submitted become the property of IFMA. Contractors and sub-contractors agree that all materials produced for the course, including second and subsequent editions, if any, updates, supplements, derivatives, in whatever medium (the "work") will be considered a work made for hire, as that term is defined in the federal copyright statute; that as such, IFMA will be considered to be the author of the work and will own all rights, title and interests in the work, including the right to copyright it; and that contractor will cooperate as necessary with IFMA in assisting IFMA to secure copyright in its own name in the work. Contractors and sub-contractors will not offer the same course to any other person or entity, for compensation or without compensation, without the express written permission of IFMA. Contractors and sub-contractors represent and warrant either that the work is his/her own original work or in the public domain or that Contractor has secured the necessary permissions to use works copyrighted by others. Contractor agrees to defend, indemnify and hold harmless IFMA for breach of this warranty.

IFMA instructors are provided with course materials for the sole of purpose of teaching IFMA courses. They are not at liberty to conduct a course unless they are an IFMA qualified instructor. Instructors agree to not revise course content and pertinent presentation materials without expressed written consent of IFMA.

Any parties in possession of IFMA course materials, such as previous course participants, also agree to abide by this agreement.

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Instructor's Printed Name

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Instructor's Signature

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Date

# PROPRIETARY INTEREST RELEASE AGREEMENT

## Disclosure

Existing proprietary interests of providers will be disclosed during contractual arrangements. Providers' existing proprietary interests must be listed in the contract prior to contract execution. If proprietary content of the provider is used to produce contracted deliverables for IFMA, IFMA will make no claim to this content if disclosed as provider proprietary interests in the contract.

Examples of appropriate disclosures are the following:

"The Instructor holds patent rights to this instrument". "The Instructor has a financial interest in this instrument". "The Instructor is a consultant to the (name of company)".  
"The Instructor owns more than 10% of stock in (name of company)".

A disclaimer of proprietary interest may be appropriate, especially if such interests are unclear. An example of an appropriate disclaimer follows:

"The Instructor has no proprietary interest in the development or marketing of this instrument, and no financial interest in the (name of company)".

## Representation

Provider proprietary interests will be appropriately referenced in instructional materials published by IFMA. IFMA retains the right to review and approve the branding of any proprietary interests included in the contracted deliverables. Provider branding is limited.

Providers will not promote the exclusive use of any commercial product in published instructional materials or during instruction. Provider discussion of their proprietary interests during instruction is limited to relevant contexts and includes consideration of alternative products or companies that are comparable to the provider's.

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Instructor's Printed Name

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Instructor's Signature

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Date

## DELIVERY OF IFMA INSTRUCTIONAL MATERIAL

*Instructors should not accept teaching methods as they stand when they do not produce the desired outcomes. If a student or group of students has trouble succeeding under a given teaching method, instructors should change or improve the method so that learning objectives are achieved and students succeed.*

### **INSTRUCTIONAL MANUAL**

All qualified instructors will be provided with all necessary materials well in advance to use during their classes. All of the manuals are comprehensive and written in a narrative textbook style. Each of the manuals is divided into major sessions, and each session is divided into chapters. Each chapter has the following components:

#### Introduction

During introduction, instructors must state the overall course objective to provide students a general idea of what knowledge and skills to attain. Instructors must also gain the students' attention through an analogy or personal experience that is related to the course motivating students to study the material and participate in class.

#### Learning Objective

A learning objective is a precise statement that specifies a learned capability a student must demonstrate, the condition under which the student is to exhibit the capability, and the standard of acceptable performance upon completion of training. It is pertinent that instructors clearly state the learning objectives so that students can direct their attention to the important content, communicate the standard of performance expected following the training, and serve as a self-check for progress.

#### Information

This section covers the information to be learned by students. The topics and subtopics covered in this portion support the learning objectives, are student-centered, lead students in the direction of the behavior specified in the objective, guide students toward the mastery of the task with instructor and student reinforcement, are properly paced, and are easy to understand. It cannot be assumed students have any prerequisites skills that directly relate to the content prior to the course. Therefore, instructors must ensure information is covered thoroughly so that students essentially achieve the objectives and instructors are able to measure students' acquired knowledge and skills.

#### Learning Activity

A learning activity allows participants to apply the concepts taught and is administered by the instructor to assess the students' accomplishment of knowledge and skills. Learning activities should be accomplished under job-like conditions.

#### Review

This part contains the summary of the major points covered in the lesson and may also be utilized to address student concerns and questions.

#### Assessments

The assessment is part of the learning event and should be administered toward the end of the event. The assessment under the enhanced FMP and SFP will be administered on-line. The assessment for the Essentials workshop are in the classroom or online depending on the delivery option selected.

Instructors must communicate with participants the specific passing standards IFMA has established. The pass rate can be found in the respective instructor materials.

#### Evaluation/Feedback

The purpose of this evaluation is to determine students' accomplishment of learning objectives.

Secondary purposes are to assess the training system and instructor effectiveness.

### **AUDIOVISUAL EQUIPMENT**

Instructors are responsible for coordinating their AV requirements with those they contract out to for services. In terms of software, all presentation materials are created in MS PowerPoint and are delivered by means of a computer projection unit and a laptop. All instructors are expected to be familiar with MS PowerPoint to deliver presentations.

**\*\* Note: The proper use of MS PowerPoint slides listing bullet points and/or a collection of articles is to enhance delivery of training. These tools should not replace instructor/student interaction and the use of the workbook during course delivery.**

## **CRITERIA FOR OBTAINING IACET CEU CREDITS**

### **IACET CONTINUING EDUCATION UNITS**

IFMA has been designated a Certified Provider of Continuing Education Units by the International Association for Continuing Education and Training (IACET). As a Certified Provider, we have a responsibility to provide education that adheres to the IACET standards. Meeting these standards requires a partnership between the requesting IFMA group and IFMA Headquarters to ensure that all requirements are satisfied.

These are the criteria set forth by IACET:

- Each activity is planned in response to educational needs which have been identified for a target audience.
- Each activity has a clear and concise written statement of intended learning outcomes.
- Qualified instructional personnel are involved in planning and conducting each activity.
- Content and instructional methods are appropriate for the intended learning outcomes of each activity.
- Participants must demonstrate their attainment of the learning outcomes.
- Each learning activity is evaluated by the participants.
- The group has an identifiable unit, group or individual with clearly defined responsibilities for developing and administering learning activities.
- The group has a review process in operation that ensures the CEU criteria are met.
- The group maintains a complete record of each individual's participation and can provide a copy of that record upon request for a period of at least seven years.
- The group provides an appropriate learning environment and support services.

Any questions regarding the approval process for CEUs should be directed to the Credential's Manager at IFMA's International Headquarters.

### **WHAT TO TELL STUDENTS**

Students must accomplish the following in order to receive CEU credits:

- 100% attendance
- Participation in all learning activities
- Completing both formative and summative assessments
- Completion of course evaluation

IFMA Professional Development/Education Department will record CEUs awarded to attendees and will retain this information for seven years. Upon written request, they will furnish a transcript showing IFMA education completed and CEUs earned.



## Attachment D

Under federal copyright law, anything that is reduced to “tangible form” in any medium (print, DVD, CD, web, electronic, sculpture, stone, photography, recordings, videos: anything in “tangible form”) is automatically protected by copyright, *whether the owner registers the work or not* with the Copyright Office. Any unauthorized use of copyrighted material – regardless of whether it is knowing or not, regardless of whether it is intentional or not, regardless of whether it is for profit or not – subjects the infringer to statutory damages which can be in the hundreds of thousands of dollars. There are four exceptions to this rule:

1. If a work is in the public domain
2. If the work is the original creation of the person using it
3. If the user has permission and authorization to use the work
4. “Fair use”

Public domain. Government documents are in the public domain, so if someone brought in a publication from the EPA, for example, it could probably be used. However, if someone were to photocopy a copy of the Declaration of Independence, for example, that was printed in a book published by Random House, let us say, *that tangible expression of the Declaration is protected by copyright*. You could not make photocopies of it and pass it out.

Likewise, websites are protected by copyright. So you could not go to YouTube, for example, and download material: it is not in the public domain. It is protected by copyright.

Original work. Sometimes, the author of a work may not even own the copyright to his own work. For example, if someone writes an article and IFMA publishes it, IFMA owns the copyright (this is what’s known as “work made for hire”). So, even though I am the author of that article, I could not make photocopies of my own article published by IFMA and hand them out in a class: I may have written the article, but if IFMA owns the copyright, I may not reproduce that article without IFMA’s permission. On the other hand, if I made my own notes or wrote a journal or diary, I could make copies.

Authorized use. Obviously, if I have the copyright owner’s permission to use a work, I may. So, to take the previous example, if I wrote to IFMA and said: I request permission to make 30 copies of my article on copyright that was published in your journal and pass them out to my students; and if IFMA gave me permission, then I could do so.

However, if I saw an article in the *Houston Chronicle* that was relevant to my class, I could not simply make 30 copies and pass them out; the *Houston Chronicle* owns that work, and could hold me liable for copyright infringement if I used it without permission.

Fair use. “Fair use” is the doctrine that allows one to quote *very brief* excerpts from a work to use for parody, criticism or comment. So, for example, I would probably be entitled to quote a few sentences – maybe even a short paragraph or two – from that *Houston Chronicle* article for purposes of comment or criticism. (And there is no mathematical formula for determining how much of a copyrighted work one can quote and still be protected by the fair

use doctrine, so we won't play the game of "how many pages or paragraphs can I copy before it isn't fair use?")

Therefore, in light of the very strict law of copyright, and in light of the very substantial penalties for infringement – even unintentional infringement and even if the copies are free – IFMA cannot allow instructors to use "other resources" in these courses unless such resources fall into one of the four categories I have listed above.

An instructor may hand out a bibliography; an instructor could tell his class: In addition to the course materials, I want you to go to the bookstore and buy a copy of Gray on "The Greening of America" or go pick up a copy of today's *New York Times* because there's an article in there I want to discuss in class; or go buy last week's issue of *Science* magazine. He could also tell his class to rent a video and watch it (but *not* bring the video to class where everyone watches it). But I can't photocopy pages or chapters from the book or photocopy articles from the paper or magazine and hand them out in class.