

International Facility Management Association
Training Affiliate License Agreement

This License Agreement ("Agreement"), entered the _____ day of _____, 20_____, 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 ("IFMA") and «LicCompanyName» organized under the laws of _____ which maintains its principal place of business at «LicCompanyAddress1»(Address) «LicCompanyCity»(City), «LicCompanyState» (State/Province) «LicCompanyZip» (Postal / Zip Code) «LicCompanyZip» (Country) ("Licensee").

The parties mutually agree as follows:

I. DEFINITIONS

- a. "Independent contractor" means any natural person, business or corporation that provides goods or services to another entity under the terms specified by this agreement. They are not subject to IFMA controls regarding the manner and terms of performing the services and are not IFMA employees.
- b. "Local custom" means a way of conducting business in a manner consistent with the prevailing custom or standard in a particular geographic area.
- c. "Non-assignable IFMA Training Affiliate License" means the status of this entire agreement and addendums, and its rights, obligations, and terms; may not be transferred to a party that has not signed this original agreement.
- d. "Physical SFP courses" means those courses identified and marketed as actual or related to the IFMA SFP Credential Program which are offered in a physical location and taught in person by an instructor or instructors. This excluding web-based or distance learning courses.
- e. "Reasonable assistance" means the standard level of services and support consistently offered to/across all IFMA SFP channel partners in the facilitation of IFMA SFP courses.
- f. "Trademarks" means IFMA's registered trademarks, service marks, marks, logos, insignias, seals, designs or other symbols/devices used by IFMA or any of its members, affiliates or subsidiaries and associated with or referring to IFMA or any of its goods, services or membership. IFMA is the exclusive owner and licensor of these Trademarks.

II. BACKGROUND

IFMA and Licensee enter into this Agreement under which the Licensee will have a license from IFMA to actively market, promote and operate IFMA Education courses pursuant to the terms of this Agreement.

III. RELATIONSHIP OF PARTIES

Licensee and IFMA, each an independent contractor, have negotiated this Agreement.

Licensee will not represent itself as being an agent, legal representative, partner, subsidiary, joint venture or employee of IFMA. Licensee will have no right or power to bind or obligate IFMA in any way. Licensee will not impose any obligation or incur any indebtedness binding upon IFMA, in respect to this IFMA-licensed Business. Licensee may be required to enter into other agreements in order to promote and accomplish the purposes of the Agreement and any subsequent agreements will be the sole responsibility of Licensee which will in no way diminish or alter Licensee's responsibilities and obligations to IFMA. Licensee will not enter into sublicense agreements to offer the IFMA courses.

IV. BACKGROUND

IFMA is an international trade association that has developed certain bodies of knowledge, training course materials, and has experience in the organization and conduct of professional training through the presentation of programs. Licensee desires to offer IFMA programs in its territory as defined in Section V and VI.

IFMA has established the Sustainability Facility Professional (SFP) credential and offers courses/programs of study, using materials created and copyrighted by IFMA, to persons seeking to obtain these credentials. 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 "Sustainability Facility Professional" mark, consisting of lower case "s", "f", and "p", multi-colored, with a semi-circle above and enclosing the letters. IFMA possesses valid federal and/or state Trademark registrations for the above names, marks, logos. Licensee desires a license to use the above marks in connection with courses of study it wishes to offer to persons seeking the above credentials in facility management.

V. APPOINTMENT

IFMA appoints Licensee a non-exclusive, non-assignable IFMA Training Affiliate License for use in the presentation of actual, physical Sustainability Facility Professional (SFP®) courses only conducted at «TrainingLocationName» facilities located at «TrainingLocationCityStateCountry» and not for use in any web-based or distance learning application in the Territory of «TrainingLocationTerritory» for the term of this Agreement and subject to the terms and conditions contained in this agreement and Licensee accepts such appointment in accordance with the terms and conditions of this Agreement. The Licensee appointment will not include authority to issue IFMA credentials to anyone nor alter, violate, or provide the questions or answers to the final assessment/exam after each SFP course. The exclusive authority to issue IFMA credentials and to provide the final online SFP assessment after each course to those attending Licensed IFMA courses is expressly reserved to IFMA, which shall determine credential awards based on IFMA's customary and usual criteria for such credentialing including, where appropriate, completion of IFMA-approved courses and passing IFMA written, practical and/or oral examinations in accordance with IFMA written policy.

VI. SCOPE OF PROJECT

The territory of licensee will be «TrainingLocationTerritory»

VII. RESPONSIBILITIES OF IFMA

IFMA's duties include:

- a. Serve as the initial point of contact with Licensee on all matters relating to this license;
- b. Provide to Licensee classroom requirements which include the minimum size of the classroom and classroom set-up as shown in Attachment A;
- c. Provide list of all current IFMA qualified instructor(s) eligible to teach the SFP courses;
- d. Electronically issue certificates upon successful completion of the online final assessment for each course and;
- e. Issue the SFP Credential upon individual's successful completion of the three SFP courses **and** submission of the SFP application and appropriate fees.

VIII. RESPONSIBILITIES OF IFMA

IFMA's duties include:

- a. Sell and distribute the SFP materials to the Licensee;
- b. Provide reasonable assistance, marketing support and consulting services to the Licensees as IFMA deems necessary and feasible, to implement the SFP learning system;

IX. RESPONSIBILITIES OF LICENSEE

Licensee will:

- a. Purchase all materials (including, but not limited to, instructor and participant) **ONLY** from the IFMA for EACH registered participant and assume the cost of registration, marketing, instructor fees and all other costs associated with course administration. Licensee agrees to pay all costs for program materials, including shipping, at the time the order is placed. Materials **WILL NOT** be shipped until payment has been received.
- b. Upon request, Licensee will provide IFMA a complete course accounting for each class within 30 days of course completion including a complete listing of each student and amount each student paid.
- c. Contact the local IFMA chapter to discuss collaboration efforts in offering the SFP Credential program.
- d. Communicate to all participants that the IFMA SFP Credential Program materials are the copyrighted materials of IFMA, and that such materials are for individual educational use only, and may not be copied, reproduced, uploaded, scanned, distributed, published, shared, passed along, resold, translated or modified, electronically or otherwise without written consent from IFMA.
- e. Take no action inconsistent with, or infringing upon, IFMA's ownership of the SFP Credential Program materials.
- f. Refrain from making claims or assurances reflecting or suggesting that the completion of the SFP Credential program will automatically qualify the student/registrant to pass the SFP

assessment. All such related communications must position IFMA as the credential-awarding body, upon their review of satisfactory completion of published criteria, and payment to IFMA of the published application fees.

- g. Conduct marketing activities consistent with Licensee's primary business and marketing plan as identified in attachment B and provide IFMA with examples of the Licensee's promotion materials for approval prior to use or implementation.
- h. Communicate to all participants that one copy of the IFMA SFP Credential program materials is provided to each participant and the cost of such materials is included in the registration fee paid by the participant to attend such course, AND although not included in the registration fee for the course, communicate that upon successful completion of the four online assessments (achieving 75% or better score) the student is personally responsible for making the application, and paying the associated fee, to IFMA in order to be granted the SFP credential.
- i. All courses must be instructor-led and any virtual delivery of an instructor-led course must be approved in writing by IFMA in the form of an addendum to this license agreement. IFMA is the exclusive provider of the SFP self-study online option. Licensees are not permitted to offer any type of online web-based education.
- j. Any individual that wishes to teach IFMA's SFP courses through a training affiliate must be an IFMA Qualified Instructor and complete the process identified in Attachment C. All Qualified Instructors shall be independent contractors and shall not, for any purposes, be considered employees of IFMA. All instructors must present courses in a competent and professional manner. No instructor shall engage in any conduct or behavior which is considered to be obscene or which is reasonably found to create a hostile, offensive or intimidating environment to persons of a particular gender, race, religion, national origin, sexual orientation, disability or military status.
- k. Be responsible for all logistics and expenses associated with implementation of courses. Licensee shall use the IFMA online portal and be responsible for entering all instructor-led course details into the portal in a timely fashion. The information will be displayed on IFMA's website for public viewing.
- l. Provide appropriate classrooms for the courses in locations that comply with local, state, Federal and/or country building regulations. IFMA reserves the right to inspect such locations to ensure a quality training environment is provided which professionally represents the facility management profession.
- m. Receive student registrations and collection of course fees.
- n. Be responsible for purchasing materials through IFMA's fulfillment operations and registering those students into the online portal.
- o. Be granted the exact number of passwords and materials that they purchase. Each student must have their own unique password in order to access the online assessment for each SFP course.
- p. Ensure that only fully-paid registrants attend the Program as participants, and that registrants are fully-paid in advance of the program. Licensee specifically agrees that no fee of any kind (including, but not limited to, admission, tuition, or to defray expenses) will be charged to any participant or to any third party for any participant, other than that specified in Section XIV below.
- q. Provide marketing for all public courses held by Licensee.

- r. Provide at their expense all food and beverage for students, as per local custom in public training classes.
- s. Contract directly with IFMA Qualified Instructors for instructor fees and expenses including:
 - i. Instructor Daily Fee;
 - ii. Airline tickets;
 - iii. meals,
 - iv. hotels and;
 - v. any miscellaneous expenses occurred in conjunction with the course.
- t. Assist IFMA Qualified Instructors with arranging hotel rooms and transportation and provide all required official documentation in order for instructors to obtain a VISA for the countries where classes will be held if applicable.
- u. Allow IFMA Qualified Instructors to supplement the program of study using practical experiences, public domain resources, and other appropriate adult learning activities so long as all supplements are in compliance with all applicable Federal copyright laws (see Attachment D, attached letter of examples as reference).
- v. Conduct all business and financial arrangements associated with the Program directly and exclusively with IFMA.
- w. Ensure that no translation may be used without IFMA's express written approval. In addition, audio-visual course materials, IFMA standards, other organizations' documents used in the course material and quizzes may not be altered without IFMA's express written approval pursuant to the notice requirement of Section XXIII of this agreement. All materials are subject to review and approval by IFMA and must be reprinted at Licensee's expense if IFMA determines that IFMA criteria for content and presentation are not maintained.
- x. Agree that all administration of all final SFP assessments (in any form) will be under the direct purview of IFMA's SFP Learning System, staff or IFMA-Qualified Instructors. The final SFP assessment is exclusively online and only accessible via individual passwords. Once a student successfully completes the online assessment, their password will no longer allow access to the exam/assessment portion of the online program. The official exam is the English version of the exam. If or when IFMA provides an electronic translating tool built directly into the online assessment, students may use this tool at their own risk and discretion. Students will be required to accept a formal disclaimer in the event this was to occur at a later date. IFMA accepts no responsibility for such tools or their level of accuracy. It is IFMA's Policy to accept the final exam/assessment results only in English.
- y. Purchase, without exception, all materials from IFMA's Credential Program Distribution Center.
- z. Establish individual retail price.
- aa. Establish an IFMA member and nonmember price.
- bb. Encourage nonmembers to become IFMA members to take advantage of lower prices, as appropriate.
- cc. Publish Member and Nonmember prices. Member pricing cannot be higher than nonmember price. Licensee agrees not to offer member pricing until individual can verify he/she has joined IFMA. Individuals may join by logging onto www.ifma.org.
- dd. Reimburse additional expenses at actual net cost to IFMA for any product or service requested by Licensee of IFMA and not specifically cited in this Agreement.

X. PERFORMANCE REQUIREMENTS

Licensee agrees to satisfy minimum performance requirements including:

- a. A minimum of eight (8) IFMA courses will be held annually.
- b. There will be a minimum of fifteen students each per the eight (8) described courses or an aggregate total of one hundred and twenty (120) student enrollments annually.
- c. Licensee will adhere to all administrative and procedural policies issued to Licensee by IFMA from time to time and fulfill all requirements set forth in this Agreement.
- d. Licensee shall submit an annual report to IFMA by January 31 for the period of January 1 – December 31 of the preceding year. Annual reports will serve as part of the performance evaluation.
- e. Licensee also will also be responsible of any other details desired by or reasonably requested by IFMA for the successful presentation of the Program.

XI. PROHIBITION ON LICENSEE ACTIVITIES

Licensee will not:

- a. Be provided with final examination questions;
- b. Have authority to review or administer examinations;
- c. Charge IFMA members higher fees than nonmembers;
- d. Distribute print or e-version materials outside of territory to market the Program;
- e. Unless Licensee has obtained the prior written approval of IFMA pursuant to the notice requirements of section XXIII of this Agreement, Licensee will not modify the course content(s) or course materials in any way, including but not limited to:
 - i. changing a course name;
 - ii. adding any material to;
 - iii. deleting from;
 - iv. updating the materials purchased from IFMA as texts for the courses offered and supplementing the materials.

XII. INDEMNIFICATION

Licensee will indemnify and hold IFMA harmless against and from any and all taxes, claims, liabilities, damages, losses, costs and expenses, including without limitation, reasonable attorneys' fees and other expenses of defending any actions or claims, amounts of judgments and amount paid in settlement, incurred by IFMA and arising out of or attributable to:

- a. Accidents;
- b. Any act of negligence of the Licensee, its agents, contractors, or employees in the performance of duties hereunder;
- c. Any breach of representation, warranty or covenant made by Licensee;
- d. Any non-fulfillment of this Agreement hereunder by Licensee; or

- e. Any claim, known or unknown arising out of or by virtue of or based upon Licensee's business or Licensee Agreement of the Program.

XIII. INSURANCE

The Licensee will maintain sufficient liability insurance policies to ensure full coverage of accident victims on its property.

XIV. PRICING AND FEES

For current wholesale prices offered to Training Affiliates, please see Attachment F.

XV. PAYMENT METHOD

Terms: Payment must be received at the time course materials are ordered. Credit cards are accepted. Payments are to be made in U.S. currency. In the event you wish to pay via wire transfer to the designated bank account of IFMA, according to the written instructions, all transfer charges to the U.S.A. and payment charges of any kind, whether in the nature of a tax or service charge or otherwise, will be paid by the Licensee. All bank fees including wire transfer and conversion fees are the responsibility of the Licensee. Wire transfer instructions are shown on Attachment E.

XVI. INSTRUCTOR MATERIALS

The instructor materials contain Proprietary Information and shall be kept confidential by Licensee and IFMA Qualified Instructor both during the term of the Agreement and thereafter. IFMA reserves the right to add to and otherwise modify the Manual to reflect changes in operating procedures prescribed by IFMA provided that no such addition or modification will alter the Licensee's fundamental status and rights under this Agreement. The instructor materials shall be considered confidential at all times and destroyed upon the expiration or other termination of this Agreement. Licensee will not to make any disclosure, duplication or other unauthorized use of any portion of the Materials.

XVII. CANCELLATION BY LICENSEE

In the event of cancellation of the Program by Licensee for any reason, Licensee agrees to reimburse students any and all necessary funds. Course materials may be returned within 30 days to IFMA's distribution center IF they are not damaged (required for printed materials) and the password has not been activated (required for both print and e-version materials). Once materials are opened and/or passwords are active, no refunds will be issued. No exceptions. If a student wishes to take the course via the self-study option due to the cancellation, the Licensee shall contact the IFMA at 800 Gessner Road, Suite #900, Houston, TX 77024-4257 USA (phone: + 1-651-256-2821).

XVIII. CANCELLATION BY IFMA

IFMA retains the right, in its sole and absolute discretion, to terminate this Agreement at any time for reason of non-performance of any obligation hereunder of the Licensee.

XIX. WORK PRODUCT

Licensee acknowledges that IFMA has developed and is the sole and exclusive owner of all right, title and interest of unique and proprietary information, methods, processes, know-how, trade secrets, marketing plans, business plans, business systems and related materials (hereafter "IFMA Proprietary Information"). Licensee acknowledges that IFMA modifies and adds to this Proprietary Information from time to time, for designing and offering professional educational and certification programs related to Facility Management ("IFMA's Proprietary Information").

Licensee agrees that it shall not, at any time, directly or indirectly, use, divulge, furnish, reproduce or make accessible to any person or entity any Proprietary Information, except as expressly authorized by this Agreement, but instead shall safeguard all Proprietary Information and limit access thereto to those persons authorized hereby who have a need to know same. Such unauthorized disclosure would enable third parties to appropriate the value of the IFMA's time and expense without appropriate compensation to IFMA. Licensee acknowledges that its misuse or unauthorized use or disclosure of IFMA Proprietary Information will constitute a breach of this Agreement and may also constitute misappropriation of IFMA trade secrets.

XX. INTELLECTUAL PROPERTY

Licensee agrees:

- a. IFMA is the exclusive owner of all right, title and interest in and to the name, logo and design of "International Facility Management Association" and other commercial symbols, trademarks and copyrights (hereafter "IFMA Intellectual Property") associated with IFMA's business.
- b. Licensee is authorized to use the IFMA Intellectual Property only in connection with marketing and operating its IFMA Licensed Business, subject to the terms hereof, and is strictly prohibited from all other uses of IFMA Intellectual Property. The only authorized uses of IFMA Intellectual Property in connection with the IFMA-licensed courses are those uses expressly authorized herein and uses expressly authorized by IFMA in writing.
- c. Licensee must obtain IFMA's express approval in writing prior to the use of any IFMA Intellectual Property in written or audio-visual material which differs in any way from the precise manner in which such IFMA Intellectual Property is used in the written and audio-visual materials delivered by IFMA to Licensee.
- d. Licensee must obtain IFMA's express approval in writing prior to the use of any trade names, logos, designs, trademarks, copyrights or symbols other than IFMA Intellectual Property in the promotion or conduct of IFMA courses, products or services.
- e. Licensee's misuse or unauthorized use or disclosure of IFMA Intellectual Property will constitute a breach of this Agreement and may constitute patent, trademark or copyright infringement.
- f. Licensee will not at any time, for itself or any third party, seek to register any of the IFMA Intellectual Property or IFMA Proprietary Information with the copyright, patent and trademark authorities anywhere in the world. Licensee agrees that it will furnish IFMA all assistance reasonably requested by IFMA to register IFMA Intellectual Property or Proprietary Information with the copyright, patent and/or trademark authorities of the region in which licensee is offering courses.

XXI. CLAIMS OF INFRINGEMENT

Licensee will give IFMA written notice of any claim brought against Licensee for patent, trademark or copyright infringement or misappropriation of trade secrets or related claims by reason of Licensee's license from IFMA or Licensee's use of the IFMA Proprietary Information and/or IFMA Intellectual Property hereunder, within ten (10) days from the date it first learns of such claim by lawsuit or otherwise.

- a. IFMA shall indemnify, defend and hold harmless from claims made against Licensee of infringement, misappropriation or related claims, provided that Licensee has given IFMA the notice required herein, that is in full compliance with this Agreement, and further provided that cooperates fully with IFMA in the defense of the claims by providing evidence, witnesses and other assistance reasonably requested by IFMA. In the event that Licensee invokes such indemnity, it shall be bound by IFMA's decisions with respect to the defense, trial and/or settlement of the action. If judgment or settlement made by IFMA so provides, Licensee agrees to permit IFMA in IFMA's sole discretion, and as Licensee's exclusive recourse, to replace the infringing material with non-infringing material serving the same purposes, to modify the infringing material so that it is not infringing, or to remove the infringing material. Licensee's remedies against IFMA for patent, trademark or copyright infringement claims hereunder shall be limited exclusively to the provisions of this Paragraph.
- b. Licensee shall indemnify, defend and hold harmless IFMA from all costs and damages of any kind for claims of infringement and/or misappropriation of trade secrets, of whatever kind, arising out of designs, drawings, specifications, translated material, and/or data supplied by or on behalf of; and/or for claims arising out of modifications to the IFMA Proprietary Information and/or IFMA Intellectual Property made by Licensee or third parties following delivery of same by IFMA; and or for claims arising out of 's and/or a third party's use or application of the IFMA Proprietary Information and/or IFMA Intellectual Property in a manner that does not strictly comply with this Agreement.
- c. Licensee shall give IFMA prompt written notice of any claim which IFMA may have against third parties for patent, trademark or copyright infringement or misappropriation of trade secrets. Licensee shall cooperate fully with IFMA in the prosecution of claims against third parties for patent, trademark or copyright infringement or misappropriation of trade secrets, by providing evidence, witnesses and other assistance reasonably requested by IFMA.

XXII. MODIFICATION OF AGREEMENT

All modifications to this Agreement must be in writing, and must be signed by each party's representative with signatory authority.

XXIII. NOTICES

Any notice required or permitted to be given hereunder pursuant to this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

Licensee:

«LicCompanyName»
«LicCompanyAddress1»
«LicCompanyAddress2»
«LicCompanyCity», «LicCompanyState»
SFP Training Affiliate Agreement 122014

IFMA:

International Facility Management Association
800 Gessner Road, Suite 900
Houston, TX 77450

«LicCompanyZip»

Attn: Tony Keane
Attn: Executive Officer

«LicCompanyCountry»

All other information hereunder to be provided to the parties must be in writing and delivered personally, by mail, by FAX, courier, or by telex to the designated representatives at the above address or the following contact information:

Licensee:

«LicCompanyName»

Phone: «LicContactPhone»

Fax: «LicContactFax»

Email: «LicContactEmail»

IFMA:

Cathy Pavick

Phone: +1 713/623-4362

Fax: +1 713/623-6124

Email: cathy.pavick@IFMA.org

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all previous contracts. No oral statements or prior written material not specifically incorporated herein will have any force or effect.

XXV. GOVERNING LAW

This Agreement, its validity and all rights, obligations, liabilities, and responsibilities of the parties hereto will be governed by and construed in accordance with the laws of the State of Texas in the United States of America.

XXVI. ASSIGNMENT

No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties.

XXVII. SEVERABILITY

The invalidity of any term in this agreement will not affect the enforceability of the remainder of this agreement.

XXVIII. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the following procedures, which shall be the sole and exclusive procedures for the resolution of any such disputes.

A. Negotiation

- i. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives.

- ii. If the matter has not been resolved within sixty (60) days of the disputing party's notice, or if the parties fail to meet within thirty (30) days, either party may initiate arbitration of the controversy or claim as provided hereinafter.

B. Arbitration

i. Any dispute, controversy, or claim arising out of or relating to this Agreement, or its breach, shall be settled by arbitration in Houston, Harris County, Texas, USA, in accordance with the American Arbitration Association's rules for commercial arbitration (including its Intellectual property/licensing rules) in effect on the date of this contract or as may be amended at the time a claim for arbitration is filed. Arbitration will be governed by the Federal Arbitration Act. Arbitration will be before a single neutral arbitrator. The language to be used in the arbitral proceedings shall be English. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration.

XXIX. REMEDIES

Any breach or violation of Contract will result in immediate harm to IFMA or its distribution partner. IFMA is entitled to pursue all lawful remedies, either at law or in equity, to protect its interests.

XXX. TERM

The term of this Agreement will be for two (2) years commencing on the date of execution by all parties and expiring on the date that is two (2) year from the date of commencement. Renewal or extension of this Agreement shall be subject to negotiation and mutual consent.

XXXI. TERMINATION

This Agreement may be terminated with or without cause by either IFMA or Licensee upon sixty (60) days advance written notice.

XXXII. AUTHORITY OF SIGNATORIES

Each signatory hereto agrees and warrants that it has full power and authority to sign this agreement on behalf of and to bind the party for whom signing. Each party represents that its full legal name is stated below, and that it lawfully exists in good standing under the laws of the practice of its domicile.

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.

THIS DOCUMENT WILL CONSTITUTE AN OFFER MADE BY INTERNATIONAL FACILITY MANAGEMENT ASSOCIATION TO THE «LicCompanyName», WHICH WILL EXPIRE UNLESS EXECUTED BY BOTH PARTIES BY January 25, 2017 IF EXECUTED BY BOTH PARTIES ON OR BEFORE SUCH DATE, THIS DOCUMENT SHALL BECOME A VALID, EFFECTIVE AND BINDING CONTRACT.

LICENSEE:

IFMA:

International Facility Management Association

By: _____
Signature

By: _____
Signature

Printed Name

Cathy Pavick
Printed Name

Title

Senior Director, Professional Development
Title

Date

Date

Attachment A



Classroom Style

Rows of conference tables with chairs facing the front of a room (and usually a speaker), providing writing space for each person.

Used for

This room set-up is ideal for note taking, meetings requiring multiple handouts or reference materials, or other tools such as laptop computers. This is the most comfortable set-up for long sessions and allows refreshments to be placed within reach of each attendee.

Set-up hints

Tables that extend beyond the stage or podium should be angled toward the speaker. Allow for approximately 2' of space per person at each table. (More space may be required depending on the amount of materials). Minimum space between tables is 3'. Provide 3½' if space allows, for ease of movement in and out of rows.



U-Shape

A series of conference tables set in the shape of the letter U, with chairs around the outside.

Used for

This layout style is often used for Board of Directors meetings, committee meetings, or discussion groups where there is a speaker, audio-visual presentation or other focal point.

Set-up hints

A minimum of 2' of table space is required per attendee. Skirt the inside of the "U" if attendees are being seated only on the outside. Avoid the "U" set-up for groups greater than 25, as the sides of the "U" become too long and may not promote participation from all attendees.

Pros

- Good work space
- Good interaction between participants
- Ideal when audio-visual or speakers are involved

Cons

- Not ideal for larger group

Attachment B

Attach Licensee marketing plan.

Attachment C

IFMA's Qualified Instructor Process for SFP®

Thank you for your interest in becoming an IFMA SFP® Qualified Instructor. Upon reviewing the requirements as outlined below, interested applicants should fill out the online application which can be found at <http://www.ifmacredentials.org/SFP/ifma-qip>. The following items should be noted prior to submitting an application:

- All instructors must be IFMA-qualified unless they are under contract to teach for a college/university that is licensed by IFMA and their intentions are ONLY to teach for that college/university.
- Instructors that want to teach outside the college/university model (or IN ADDITION to the college/university model) 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 and follow the process as outlined below.
- Based upon market demand, IFMA may restrict the number of instructors that are qualified at any time or in specific market segments.
- Each applicant will be carefully reviewed to ensure they have the qualifications to successfully teach the Sustainability Facility Professional (SFP®) courses. Interested applicants should 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. Candidates should be prepared to provide past course evaluations from previous teaching experiences as well as references

All instructors will be required to maintain their active-instructor status by signing instructor agreement forms through IFMA Headquarters every December. A \$50.00 renewal fee will apply. 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://www.ifmacredentials.org/SFP/ifma-qip>.

- Instructors who are qualified to teach specific courses are not automatically qualified to teach all of IFMA's subject matter areas. 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 new SFP materials by successfully completing the self-study program prior to teaching any class. In addition, all instructors must participate in an online meeting to explain the instructor materials/PowerPoint slides and the new instructor portal. The fee for the instructor starter kit is US \$595.00.
- Instructors will be sent a pass code for the self-study online system and a copy of the student manuals upon receipt of a completed instructor agreement and payment. After the instructor successfully completes the online self-study modules and assessments and/or any conditions noted in their qualified letter, IFMA will release the instructor slides, facilitator guide and instructor portal password. 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.
- IFMA reserves the right to monitor instructors at any time for quality control.
- IFMA will make available Master Instructors on a six to eight week basis for virtual meetings and discussions to assist instructors with any questions or concerns they may have. Agendas and meeting times will be posted on the instructor portal. Meetings will be recorded to accommodate schedules. Furthermore, specific questions may be posted to the instructor portal which a Master Instructor will review and respond to on a weekly basis.

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/SFP/ifma-qip>

- All applications must be submitted online and will be reviewed by an internal ad hoc committee at IFMA. Submission of an application does not guarantee, promise or imply instructor-qualified status.
- 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.
 - Pending until conditions are successfully met (such as: co-teaching, taking a training seminar on teaching adult learners, and so forth.)
 - Denied

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.

Attachment E

IFMA SFP Credential Program Wire Transfer Payment Process

The IFMA requests all international customers follow this process for invoice and account payment. We greatly appreciate your cooperation.

All payments are to be made in U.S. funds for wire transfers.

Receiving Bank- International in US Dollars

Swift Code:	<u>WFBIUS6S</u>
Bank Name:	<u>Wells Fargo Bank</u>
Address:	<u>420 Montgomery</u>
City, State, Zip:	<u>San Francisco, CA 94101 USA</u>
Account Number:	<u>100260206691</u>

Receiving Bank- Domestic

Bank Name:	<u>Wells Fargo Bank</u>
Address:	<u>420 Montgomery</u>
City, State, Zip:	<u>San Francisco, CA 94101 USA</u>
ABA:	<u>121000248</u>
Account Number:	<u>4010008688</u>

The wire transfer fee will be paid by The IFMA.

In order to process the transaction expediently, please include the following information on the wire transfer: your full name, your company name, your company location (city and country) and the document number related to the purchase. Please email confirmation of the wire transfer to Dan.Laury@ifma.org.

If you have any questions with this process, please contact your IFMA representative at Dan.Laury@ifma.org + 1 281-974-5671. Thank you for your cooperation.

The IFMA Credential Program

800 Gessner Road, Suite 900
Houston, TX USA 77024-4257
Phone: +1 713-623-4362
Fax: +1 713-623-6124

Contact Information for any wire related questions:

Michelle Weirich
Telephone 281-974-5686 | Email: Michelle.weirich@ifma.org

Attachment F

SFP Global Training Affiliate Pricing

Upon the effective date of the Agreement through December 31, 2017, the pricing for SFP Credential Program Materials will be as follows:

Complete SFP Program Material with Print	\$1,195
Complete SFP Program Material – E-version Only	\$1,095