



Education Partner Program Agreement

This agreement contains the complete terms and conditions for your potential participation in the North Carolina Education Partner Program for 2014. The objective is to establish a program with qualified Education providers to help the chapter deliver quality and value to its membership. The program is a voluntary selection process for partners who agree to comply with the rules of participation.

THIS IS A LEGAL AGREEMENT BETWEEN YOUR ORGANIZATION AND THE NORTH CAROLINA CHAPTER OF PROJECT MANAGEMENT INSTITUTE (NCPMI). BY SIGNING AND SUBMITTING THIS AGREEMENT YOU AGREE THE TERMS AND CONDITIONS OF THIS AGREEMENT AS WRITTEN.

1. Definitions

- 1.1. "Partner" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly control, are controlled by, or are under common control with a party.
- 1.2. "Link" means either, one (1) or more hyperlinks located on the applicable areas of your Site or the NCPMI website. Links also include any connection to NCPMI website through the internet. Additional details are outlined in Appendix A.
- 1.3. "Net revenue" means the revenue NCPMI receives as a direct result of educational participants fully completing a registration transaction on the NCPMI website excluding: taxes, handling charges, or other fees.
- 1.4. "REP" means Registered Education Provider as defined and certified by PMI (Project Management Institute) Global. REP certification must be current and in good standing.
- 1.5. "Partner Site" means one or more of your web sites, and any successor web site to those sites, once you have accepted the Program.
- 1.6. "Seminars" are considered on-site training where a venue is utilized/required.
- 1.7. "Webinar" is a web-based training where the tool utilized is free and easily accessible to all participants (e.g. GoToMeeting, WebEx etc.)

2. Partner Obligations

- 2.1. Partner must be an approved active REP with PMI Global. Exceptions will be granted for courses that are ineligible for giving CCRs (based on content).
- 2.2. Partner must offer class in one of the following formats:
 - 2.2.1. Mini seminar addressing PM knowledge area(s), half day, 3 or 4 CCR's
 - 2.2.2. Full day seminar addressing PM knowledge area(s), 1 day, 7 or 8 CCR's
 - 2.2.3. Multi day seminar addressing PM knowledge area(s), 7 or 8 CCR's per day
 - 2.2.4. Webinar addressing PM knowledge area(s), 1-3 hours, 1-3 CCR's
- 2.3. Partner will provide all instructors and class materials. Partner will provide PMI Activity number (for claiming PDUs).
- 2.4. Partner will provide a certificate (electronic or paper) which meets PMI's audit requirements for documented PDU activity.
- 2.5. All instructors shall be PMP certified or possess other acceptable PMI Global credential.
- 2.6. Seminar Option A – Partner will provide all venue arrangements, refreshments, and bear all associated costs (i.e. Deposits).
- 2.7. Seminar Option B - NCPMI will provide all venue arrangements, refreshments, and bear all associated costs (i.e. Deposits). If this option is chosen, NCPMI reserves the right to enroll up to 1 student to act as liaison at no charge to the chapter, that is, "scholarships". This means that they will not contribute any monetary amount to the net revenue.

2.8. Webinar Option C – Partner will post the webinar on their website and will handle the registration. Partner will also provide webinar feedback surveys and a webinar quiz for each Webinar, and maintain the record of attendees and feedback surveys. Partner will issue the CCR certificates to each attendee based on their criteria for completing the courses and being awarded CCRs.

2.8.1.1. Criteria include a completed webinar feedback survey and a passing grade of 70% on the quiz, within two attempts.

2.8.1.2. Partner will email NCPMI the completed quizzes, surveys, and registration tracking for the completed webinar.

3. NCPMI Obligations

3.1. NCPMI will register all participants (if requested).

3.2. NCPMI will schedule all classes as determined by market need.

3.3. NCPMI will provide class information on the NCPMI website, send email blasts per the chapter Email Blast Policy (at least monthly) and announce at monthly chapter meetings. Partner may provide marketing materials.

4. Fee Structure

4.1. All scheduled classes under this program will set enrollment fees in accordance with Appendix A. Each class will be offered at two (2) prices, one for NCPMI members and one for non-members.

4.2. NCPMI shall be responsible for enrolling students to the scheduled classes under this program (Option A and B).

4.3. NCPMI shall compensate Partners for all classes conducted under this program as defined in Appendix A (Option A and B). For option B, NCPMI will pay for facilities and other costs.

4.4. Partner will compensate NCPMI for all classes conducted under this program as defined in Appendix A (Option C). For option A, Partner will pay for facilities and other costs.

4.5. Any refund requests shall be handled as per applicable NCPMI policy unless otherwise explicitly agreed in writing between NCPMI and a Partner. Refunds shall be deducted from Net Revenue. (Option A and B).

4.6. Payment to either Partner or NCPMI will be made within 30 days after receipt of an invoice from the Partner or NCPMI for the correct amount as per this agreement.

5. Cancellations

5.1. Minimum enrollment number to be agreed upon by NCPMI and Partner before the class is advertised. Appendix A outlines the details.

5.2. Should an offering be cancelled due to not meeting the minimum enrollment requirement, no penalty will be paid by NCPMI. Rescheduling time, date and venue may occur at the at the joint agreement of NCPMI and Partner.

5.3. Cancellation due to Partner not providing the offering agreed to may result in disqualification from this Partner Program.

6. Quality Control

6.1. Quality Assurance will be conducted by NCPMI with post class satisfaction surveys. The surveys will be provided by NCPMI if the Partner does not have their own,

6.2. NCPMI reserves the right to audit the first class offered, at a minimum, from the Partner for each different offering.

7. Partner Participation Process

- 7.1. To begin the enrollment process, you will submit a signed Partner Program Agreement (this document) to profdev@ncpmi.org.
- 7.2. Include proof of REP status. This must be provided annually.
- 7.3. Provide class offerings.
- 7.4. Upon acceptance into the Program, a completed W-9 form is required (Option A and B). This must be provided annually.
- 7.5. NCPMI may cancel your Partner status if we determine, in our sole discretion, that you are an ineligible party. NCPMI Chapter Board members may be Partners per the terms outlined in Article X of the Bylaws.
- 7.6. In no event shall you or your agents make or extend any representation or warranty on our behalf with respect to NCPMI or the services available therein.

8. Ownership

- 8.1. NCPMI shall own all intellectual property rights (including without limitation all copyrights, patents, trademarks and trade secrets) in connection with and in all versions of NCPMI website.
- 8.2. NCPMI will own all data generated by Users of NCPMI website, and all of the terms and conditions, rules, policies, and operating procedures of NCPMI (including but not limited to policies relating to the use of customer personal identification information, customer orders, customer service and fulfillment) will apply to such users of NCPMI website; and we reserve the right to change such terms and conditions, rules, policies and operating procedures at any time. Partner shall retain own essays and copyrights

9. Modification

NCPMI may modify any of the terms and conditions contained in this Agreement, with a 30 day written notice. Notification to you of any change by email shall be considered sufficient notice to you of a modification to this Agreement. An appropriate mailing address for both parties is defined in Appendix A.

10. Additional Terms

- 10.1 Partner is not an employee of NCPMI and there is no guarantee of future employment and no termination requirements. Furthermore, no benefits shall be assumed including such items as disability insurance or FICA.
- 10.2 Class sizes are to be determined solely by NCPMI at their discretion as are choice of location. The specific curriculum remains up to NCPMI to determine. Partner will communicate any limits to number of participants in Appendix A.
- 10.3 Any expenses must be preapproved and expense reports provided within two weeks of an event.
- 10.4 The NCPMI logo and name is not to be used without permission in any fashion such as for marketing purpose.

11. Term and Termination

This agreement shall commence upon our acceptance of your Program Application and may, in the total discretion of NCPMI, be renewed annually, with the submission of the REP status update and new W-9. Proposed changes to the fee structure, as outlined in Appendix A may be submitted for consideration and discussion at the same time. The renewal must be completed annually on or before January 31st. Offerings will not be conducted in the new year without the submission of the REP

status update and new W-9 as listed above. Either party may terminate this Agreement at any time, with or without cause, by giving the other party 30 days written notice of termination. Written notice can be in the form of mail, email, or fax. If using email, return receipt should be used. Upon termination or expiration of this Agreement for any reason, you shall immediately remove any NCPMI approved links from your website.

12. Indemnification

The Partner agrees to indemnify and hold harmless the North Carolina Project Management Institute and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Partner in connection with the performance of this contract to the extent permitted by law. NCPMI will hold harmless the Partner from any third party claims on the facility used.

13. Governing Law

This Agreement will be governed by the laws of the United States and the State of North Carolina, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in the State of North Carolina and you irrevocably consent to the jurisdiction of such courts. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees.

14. Severability

If any provision in this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provisions to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

15. Binding Effect

The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.

16. Descriptive Headings

The descriptive headings used herein are for convenience of reference only and are not intended to have any effect whatsoever in determining the rights or obligations of any undersigned parties.

17. Construction

The pronouns herein shall include, where appropriate, either gender or both, singular or plural.

18. Non-Waiver

No indulgence, waiver, election or non-election by NCPMI under this Agreement shall affect any other undersigned party's duties and liabilities hereunder.

19. Modification

The Parties hereby agree that this document contains the entire agreement between the undersigned parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the undersigned parties hereto.

Signatures

NCPMI

Printed Name

Signature

Date

Partner

Printed Name

Signature

Date

REP number: _____

Venue Option: _____

Tax ID: _____

Appendix A

Fee Structure (Venue option A and B).

Class length	NCPMI member cost	Non member cost
Mini (1/2 day)	\$100	\$125
Full day	\$200	\$250
Multi-day	TBD ¹	TBD ¹

¹For the multi-day seminar; price per day are to be negotiated by Partner and NCPMI.

Fee Structure (Option C)

Each webinar is offered at \$75 per person per webinar (for a 3 hour webinar).

Each webinar is offered at \$25 per person per webinar (for a 1 hour webinar).

Compensation²

If Option A was chosen (reference 2.5), Partner will receive 60% of net revenue generated from student enrollment.

If Option B was chosen (reference 2.6), Partner will receive 40% of net revenue generated from student enrollment.

If Option C was chosen (reference 2.7), NCPMI and Partner will split any revenue for their participants, where NCPMI receives 30% and Partner receives 70%. Partner will determine participants based on those that completed the “How did you hear about us” with the NCPMI name listed (or similar method to be listed here). Partner will charge a flat fee of 4% for each credit card payment regardless of credit card type. This will be deducted before we jointly determine the 70/30 revenue split.

² For Option B, NCPMI reserves the right to lower the fee to increase enrollment. Partner will receive at least \$2,000 (equivalent to \$200 a person with 20 persons for a Full Day course). If the revenue exceeds \$4000, it will be split 50% as listed above.

Minimum Enrollment

If Option A was chosen, the Partner defines the minimum enrollment and timeframe that justifies canceling the class.

If Option B was chosen, the minimum enrollment is 20 people (not including the scholarship seats) and NCPMI reserves the right to cancel the offering if the minimum number is not obtained 10 days before the scheduled class.

For Option C, Partner will provide notice of confirmation or cancellation of each webinar at least one week (five business days) prior to the date of the course. This cancellation will be sent to the registered participants. If a cancellation occurs, Partner will incur any fees related to credit card payments (ie, 4% fee for each registration via credit card payment).

Web Presence

As a Partner you may display and maintain the NCPMI approved links provided to you for advertising purposes prior to the offering on your web site. Once the offering has concluded, the Partner will remove any links on Partner’s web site to the NCPMI website within 10 business days of offering conclusion. Referencing to having hosted a past NCPMI offering is acceptable for an unlimited time on the Partner’s web site.

Content of advertisement:

As a Partner, you may submit suggested advertisement verbiage to be placed on the NCPMI web site. Suggested verbiage may be only be contained within an editable MS-Word document. The final content of the advertisement and logo to include verbiage, length, size and placement on the NCPMI web site will be at the final and sole discretion

of NCPMI. Once your offering has concluded, the offering advertisement and logo will be removed from the NCPMI Web Site within 10 business days.

Number of logo 's and format that may be submitted:

Partner offering the event will supply one (1) separate logo file in JPEG format only. Any logo formats submitted besides JPEG will

- not be accepted.
- Logos embedded within an editable Word document will not be accepted.

For Option C, NCPMI will market/promote the webinar(s) through our website and other chapter communications. Partner will provide the URL for registration.

Mailing Address for Communications

North Carolina Project Management Institute	Partner Name
North Carolina Chapter	PM Solutions
8311 Brier Creek Parkway, Ste 105-218	1788 Wilmington Pike
Raleigh, NC 27617	Glen Mills, PA 19342

Contact Information

Durmus Cesur, VP of Professional Development	Allison McMannus, Marketing Manager
919-247-7836 (mobile)	484-450-0114 (direct)
ProfDev@ncpmi.org	amcmannus@pmsolutions.com