



Project Management Institute
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PMI SeminarsWorld®: 2021 Instructor Agreement

On this _____ (insert date), ("Effective Date") _____
(insert COMPANY name) herein referred to as CONSULTANT agrees to provide Instructional Services in support of PMI's SeminarsWorld® 2021 education program. SeminarsWorld includes both in person and virtual seminars. Upon the signing of this Instructor Agreement and admittance into the program, PMI will draft a **Statement of Work (SOW)** to outline confirmed seminars, dates, locations and compensation.

1) CONSULTANT information:

CONSULTANT: _____
Primary Contact name: _____
Mailing Address: _____
Email Address: _____

2) Independent Contractor

CONSULTANT acknowledges that it is an independent contractor to PMI that any instructor(s) provided by CONSULTANT are independent contractors to PMI, and that PMI is not an employer of Instructor or any substitute instructors provided by CONSULTANT. PMI shall have no obligation to any instructor as such.

PMI will not pay or withhold taxes from honoraria paid to Instructor. CONSULTANT shall indemnify and hold PMI harmless from any and all costs, fees, claims or obligations of Instructor, or substitute instructor provided by, CONSULTANT with respect to it or their employee benefits, employment taxes, insurance, workers' compensation, unemployment compensation or any other cost or obligation arising out of an employer-employee relationship.

3) Compensation

CONSULTANT will receive an honorarium, to be named in SOW, for full day (seven (7) hours) of seminar instruction. The honorarium amount shall be mailed to CONSULTANT for distribution to Instructor within thirty (30) business days after the seminar. If there is a co-instructor or substitute instructor, it is the responsibility of CONSULTANT to split the fee and distribute the appropriate amounts between the co-instructors. Final payment will be made by check and payable as outlined in SOW. All adjustments to invoices must be requested within a 30 day time frame from issuance of compensation payment.

4) Travel, Food and Lodging - In Person Seminars Only

PMI will cover the following costs for Instructors: Roundtrip air or reimburse for mileage; breakfast, lunch and breaks on seminar days; overnight hotel accommodations based on PMI's travel policy for in person seminars. Details will be outlined in SOW.

In an effort to provide attendees a valuable networking experience, SeminarsWorld food and beverage activities are restricted to Instructors and registrants.

5) Authorization to use course materials (hereinafter Contributed Work):

CONSULTANT assures that all instructors represent and warrants that either (1) he/she (a) is the sole author of the Contributed Work, (b) now owns all rights in it granted hereunder, free of liens or encumbrances and (c) has full power to execute this Agreement or (2) the work is a work for hire and a) he/she is the sole author of the

Contributed work b) the employer has granted permission for its use and c) the organization has granted permission to execute this agreement.

CONSULTANT further represent that the Contributed Work is original, and does not infringe the statutory copyright or common law literary rights of others, or violate the rights of privacy or libel other persons. If the Contributed Work contains copyrighted material owned by a third party, CONSULTANT agrees to obtain written permission from the copyright owner to use the copyrighted material in the Contributed Work and shall promptly deliver such written permission to PMI.

Materials delivered as part of the PMI SeminarsWorld® program, including but not limited to PowerPoint Presentations (PPT) and printed materials, will include references to PMI SeminarsWorld®. PMI will provide a cover template and PPT footer information for CONSULTANT to add to materials. Virtual SeminarsWorld attendees will receive materials via the virtual platform.

6) Copyrighted material

CONSULTANT warrants and represents that none of the content of Instructor's seminar, including all oral, written, audio and visual information in any format, will violate the rights of any third parties, including without limitation intellectual property and privacy rights, or contains any material that could be construed as defamatory, obscene or unlawful. Instructor may include copyrighted materials in the seminar materials provided that he has obtained written permission for such use from the copyright holder, paid any permission fees and included appropriate attribution to the copyright holder, including any notice of copyright ownership, in the materials. Instructor will submit any applicable copyright permission letters to PMI by the materials due date indicated herein. Excerpts from PMI copyrighted publications may be used without written permission, provided that the PMI's copyright ownership is prominently noted in the materials and the materials contain a statement that the content is republished with PMI's permission solely for use at the seminar.

7) Term and Termination

The Term of this Agreement commences of the date that this Agreement is executed by CONSULTANT ("Effective Date") and continues as provided with respect to any SOW then in effect hereunder at the time of such termination until performance thereunder is completed unless or until such SOW is itself terminated as specified in the SOW.

8) Cancellation and Substitution

If in PMI's sole judgment, PMI determines that the SeminarsWorld® session (session date outlined in the statement of work –SOW) results in low attendance, PMI reserves the right to cancel Instructor's seminar without payment of an honorarium up to thirty (30) days in advance for in person seminars, and up to fifteen (15) business days in advance for virtual seminars. Additionally, courses that fail to meet attendance and quality expectations are subject to removal from the program.

Should Instructor be unable to present his seminar due to illness or emergency, CONSULTANT will provide a substitute instructor capable of presenting the agreed upon topic and materials at the same level of skill and content knowledge as Instructor. CONSULTANT will be responsible for contacting and preparing the substitute and informing PMI's SeminarsWorld® Planner of the intent to provide a substitute. CONSULTANT also will be responsible for providing the substitute's name, contact information, biography, and Social Security number (for payment) to PMI's SeminarsWorld® Planner as soon as possible.

PMI may, at its discretion, cancel the seminar and the payment of honoraria and expenses if not promptly notified no less than thirty (30) days before the presentation of the substitution of another appropriate instructor. PMI also reserves the right to decline any proposed substitute instructor within its sole discretion.

9) Force Majeure

The performance of this Agreement by either party may be subject to and include (but not be limited to): Acts of God, war, government regulation, acts of terrorism, declaration of a "Severe" risk of terrorist attack by the U.S. Department of Homeland Security or the federal security department, disaster, fire, strikes, civil disorder, or travel advisory for the City/State/Commonwealth of the Event/Presentation issued any time prior to the commencement of PMI's scheduled event by the US State Department, World Health Organization (WHO)

and/or the Center for Disease Control (CDC) for any infectious or contagious medical or environmental conditions/outbreak whereby WHO recommends that all but essential travel be postponed, curtailment or interruption of transportation facilities, or other similar causes beyond the control of the parties making it hazardous, inadvisable, illegal or impossible for a Party to perform under this Agreement. The terms of this clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this Agreement until as soon as practicable after a force majeure condition ceases to exist. The affected Party shall give prompt notice, and the Parties shall work together in good faith to identify alternative dates when the Event/Presentation may be performed/delivered. CONSULTANT will credit any fees paid by PMI prior to the notice under this clause toward expenses for a future [Event/Presentation]. If the Parties are unable to reschedule the [Event/Presentation] within [x amount of] months, either because of unreasonable increased cost or risk of injury due to a force majeure event, then this Agreement may be terminated without liability by either party upon giving prompt written notice to the other party. PMI shall not be liable for any additional fees to CONSULTANT, nor be deemed to have defaulted under or breached this Agreement, upon giving notice of a force majeure event. If CONSULTANT terminates this Agreement for any other reasons not stated under this clause, any refundable amounts paid to CONSULTANT and/or actual expenses incurred by PMI related to the performance under this Agreement shall be reimbursed.

10) Printed materials – In Person Seminars Only

All materials CONSULTANT provides for duplication must be in electronic format. Paper copies, duplicated materials from books/articles with black bands of copy toner are unacceptable. PMI will duplicate all properly prepared and submitted electronic materials and transport them to the seminar site unless other arrangements have been made in writing. Instructor will provide electronic materials files at least 5 weeks prior to session (including updates to existing materials). **Materials submitted to PMI should limit self-promotion of information in the materials, however limit to one placement such as first slide of PowerPoint deck. PMI will not reimburse the instructor for materials duplicated due to missed printing and shipping deadlines. PMI will not reimburse the instructor for materials that are duplicated on-site at the seminar without prior authorization.**

11) Virtual SeminarsWorld Rehearsals

Instructors are required to be available for pre-session rehearsal(s) and pre-production planning such as agenda review with virtual Producer. Rehearsals must be completed at least ten (10) business days prior to go live session/offerings.

12) Class size

PMI reserves the right to determine the number of participants per seminar. Although classes are typically held to thirty (30) participants for SeminarsWorld®, CONSULTANT must be able to accommodate up to forty (40) persons per seminar. In general, instructors will be consulted regarding his/her ideal and maximum class size. Every effort will be made to create a favorable environment (in person or virtual) for learners.

13) Self-promotion

CONSULTANT or Instructor shall not use PMI's seminar as a vehicle to promote non-PMI services, products, or educational programs. That prohibition includes the sale or advertising of non-PMI books, audio or videotapes, CDs, or software by Instructor, CONSULTANT or any of Instructor's or CONSULTANT'S agents or employees. Books provided as part of the course should be used by participants during the session. Books will not be provided as reference material or a gift.

Consultant must inform PMI staff and gain approval for any outreach or communication (surveys, evaluations assessments, etc.) to attendees prior, during and post SeminarsWorld.

14) Personal Conduct

Instructor must at all times conduct himself/herself in a professional, respectful, and ethical manner. PMI specifically requires that Instructor be sensitive to the cultural diversity of the attendees not behave in a manner that could be interpreted as harassment or denigration of any person or group based on gender, race, religion, ethnicity or any other protected status.

15) Indemnity

CONSULTANT agrees to indemnify and hold harmless PMI from any and all claims, demands, expenses and liabilities of third parties of any kind arising out of this Agreement, including without limitation claims alleging libel, slander, violation of copyright, violation of privacy rights or misstatement of fact, or any claims arising out of Instructor's performance under this Agreement or arising out of any breach by CONSULTANT or Instructor of its or his obligations under this Agreement.

16) Complete Agreement

This Agreement constitutes the complete understanding of the parties and supersedes all prior agreements between the parties relating to the subject matter hereof. No amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by all parties. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania with venue limited to Delaware and Philadelphia Counties, Pennsylvania.

17) Acceptance:

Signature below evidences agreement to the above terms and conditions. If accepted as a SeminarsWorld presenter for 2021, a statement of work will follow which will require your signature.

[COMPANY NAME]: _____

Signature: _____

Print Name (First, Last) _____

Title: _____

Date: