



Project Management Institute
Global Headquarters
14 Campus Blvd
Newtown Square, PA 19073
+1 610 356 4600

On this Date/Month/Year (“Effective Date”), Consultant Name d/b/a Company Name herein referred to as CONSULTANT agrees to provide Instructional Services in support of PMI Training 2023. PMI Training includes both in person and virtual trainings.

Upon the signing of this Instructor Agreement and admittance into the 2023 program, PMI will draft a **Statement of Work (SOW)** to outline confirmed trainings, dates, locations (if applicable), course deliverables and compensation.

1) CONSULTANT information:

Company Name:
Primary Contact:
Address:
Phone:
Email:

2) INDEPENDENT CONTRACTOR

CONSULTANT acknowledges that it is an independent contractor to PMI. Additional 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, (course topic and length of instruction). The honorarium amount shall be wired to CONSULTANT for distribution to Instructor within thirty (30) business days after the training. If there is a co-instructor or substitute instructor, it is the responsibility of CONSULTANT to distribute the appropriate amounts between the co-instructors.

4) IN PERSON TRAININGS ONLY – COVID COMPLIANCE, TRAVEL, FOOD AND LODGING

PMI maintains that it will comply with any local, state and follow the [Center for Disease Control](#) (CDC) guidance, and the [World Health Organization](#) (WHO) recommendations , including but not limited to, regulations addressing social and physical distancing and/or sanitation minimums. PMI will also follow the recommended guidance for seating capacities, room sets, food and beverage preparation and distribution, use of personal protective product protocols, and any sanitation-related standards that are required or advised by the herein-referenced authorities to maintain the health and safety of Instructors and registrants. In person training requires Instructors and Attendees to attest to be fully vaccinated at least 14 days before the start of the training. Instructors and Attendees will be asked to comply with any local, federal and CDC guidance as well as venue requirements during the time of the event.

PMI will cover the following costs for Instructors: roundtrip economy airfare/train fare or reimburse for roundtrip mileage. Breakfast, lunch, breaks and applicable receptions on training days; overnight hotel accommodations based on PMI's travel policy. Details will be outlined in SOW.

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

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.

Virtual and in-person PMI Training attendees will receive required materials electronically. Hard copy materials inclusive of books or workbooks will not be provided.

6) COPYRIGHTED MATERIAL

CONSULTANT warrants and represents that none of the content of Instructor's training, 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 training 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 training.

Except for a Force Majeure event described under Section 9, should Instructor be unable to present his training 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 of the intent to provide a substitute.

PMI may, at its discretion, cancel the training 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.

7) 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 PMI Training 2023 session. If the Parties are unable to reschedule the PMI Training 2023 session within thirty (30) days of the virtual training, 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.

8) MATERIALS

CONSULTANT will provide electronic materials files at least 5 weeks prior to training (including updates to existing materials) for both virtual and in person trainings. Materials submitted to PMI should limit self-promotion as listed in section 11. PowerPoint slides and presentation will be reviewed prior to training delivery and CONSULTANT will be notified of any needed changes/corrections. Training delivery will be contingent upon CONSULTANT'S use of PMI branded PowerPoint template. Materials will be downloadable by registered attendee. All courses are required to have materials.

- a) Any costs associated to print materials on site are at the Instructor's expense.

9) VIRTUAL PMI TRAINING REHEARSALS

Instructors are required to be available for pre-training 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 training/offerings. Instructors must also confirm suitable teaching environment with high speed internet connectivity to assume virtual PMI Training instruction.

10) CLASS SIZE

PMI Training class size is thirty (30) attendees. PMI will work with CONSULTANT if class size needs to increase past 30 attendees.

11) SELF-PROMOTION

CONSULTANT shall not use PMI Training 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 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 PMI Training.

12) 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.

13) CANCELLATION AND SUBSTITUTION

If in PMI's sole judgment, PMI determines that the PMI Training course (training date outlined in the statement of work – SOW) results in a low attendance, PMI reserves the right to cancel Instructor's

training without payment of an honorarium up to thirty (30) days in advance for in person trainings, and up to ten (10) days in advance for virtual trainings. Additionally, trainings that fail to meet attendance and quality expectations are subject to removal from the program.

14) PERSONAL CONDUCT

Instructor must always conduct himself/herself in a professional, respectful, and ethical manner, in line with PMI Core Values. 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.

PMI Core Values <https://www.pmi.org/about/learn-about-pmi/values>

What is the PMI Code of Conduct for this event?

All attendees of this event must agree to the policy below during the registration process.

A platform to learn, engage, and spark thought-provoking conversations—impacting not just today, but also tomorrow and the future. This is what PMI events are all about, and we provide a welcoming environment for all. Harassment (such as homophobia, racism, or behavior that discriminates against a group or class of people) or inappropriate behavior of any kind toward any participant will not be tolerated. We require all participants of PMI events to adhere to PMI's Core Values and PMI's Code of Conduct.

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 PMI Training instructor for 2023, a statement of work will follow which will require a signature.

CONSULTANT NAME D/B/A COMPANY NAME

Signature: _____

Print Name (First, Last) _____

Date: _____