

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

This License Agreement ("Agreement"), entered this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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).

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. Covenant not to compete.**

(a) Licensee agrees that during the term of this Agreement and for a period of three years after the termination of this Agreement it will not publicly offer, market, distribute, sell, license, or otherwise exploit anywhere in the world any course or program which is the same as, substantially the same as, the functional equivalent of, or directly competes with, the educational program that is the subject of this agreement or that is likely to interfere with or diminish sales of the program.

(b) If this covenant not to compete is declared or held to be illegal in any jurisdiction in which enforcement is sought, then it shall be deemed to be of no force or effect; shall be deemed to be stricken from the agreement; and shall not affect the validity or enforceability of any other clause in this agreement.

(c) If this covenant not to compete is deemed to be overly broad in any jurisdiction in which enforcement is sought, then the parties agree to amend the clause so as to bring it into compliance with the law of the jurisdiction in which enforcement is sought.

**V. 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.

**VI. 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

Ann Loayza  
Printed Name

Sr. Director Global Events and Operations  
Title

\_\_\_\_\_  
Date