

SURVEY LINK AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the date of signing (the "Effective Date"), by and between _____ (hereinafter "Surveyor") and Project Management Institute, a Pennsylvania not-for-profit corporation with its principal office located at Four Campus Boulevard, Newtown Square, PA 19073-3299 (hereinafter "PMI").

Background of Agreement

Surveyor has requested permission of PMI to have a Link to a survey on a Web Site being used by the Surveyor, www._____ (the "Survey"), placed in the Research Department section of the PMI Web Site, www.pmi.org. A Link is any logo, name or URL address that permits a user to go from one party's Web Site to another by clicking on such Link. PMI desires to provide a link to Surveyor's Survey pursuant to the terms and conditions of this Agreement.

Terms and Conditions

1. Obligations of the Parties.

- (a) PMI will place a Link on the Research Department page of the PMI Web Site to the Survey on Surveyor's Web Site. The Link shall be active for a maximum of sixty (60) days from the date it is initially placed on the Web Site and no linking to the Survey will be permitted subsequent to that period. PMI, in its discretion, may remove the Link from its Web Site at any time and without prior notice to Surveyor.
- (b) PMI may request Surveyor to include questions on a topic that PMI is actively researching. Surveyor, in its discretion, may choose to decline to include such questions in the Survey, but, in such event, PMI has the right to withhold the Link until any PMI fact finding is completed.
- (c) In exchange for PMI providing the Link, Surveyor agrees that it will make the Survey results and conclusions available to all PMI members within 30 days after Surveyor's completion of the information gathering and analysis. This will be accomplished by a document posted on the PMI Web Site, which PMI may leave posted for a period of time subject to its own discretion and/or the advice of the researcher.
- (d) The Survey must be open to all qualified individuals who wish to participate. Conditions for participation shall be clearly stated in a click-on agreement to be agreed to by all participants prior to viewing the Survey questions.
- (e) Surveyor agrees that it shall not seek or otherwise attempt to capture or collect personal information of the survey participants, including but not limited to email addresses, without the express consent of any such individual. Use of cookies to collect and/or capture personal information is prohibited.

- (f) Surveyor agrees to abide by all relevant PMI policies, including but not limited to the PMI Electronic Systems & Communications Policy, which is attached to this Agreement as Addendum A.
 - (g) Except for any questions and/or other material that may be provided by PMI as described in section 1(b), Surveyor agrees that it shall accept full responsibility for the quality and content of the Survey and that it shall not contain any illegal, obscene, or defamatory material. In any event, Surveyor agrees to fully indemnify and defend PMI for any claims arising out of the Survey.
2. Term. This agreement shall remain in effect until the service(s) to be provided hereunder by both parties is(are) fully performed. However, PMI may terminate this agreement at any time without cause and shall not be required to notify Surveyor in advance of any such termination.
 3. Confidential Information. Surveyor may be given or gain access to certain confidential or proprietary information of PMI, including but not limited to, information concerning PMI's business, plans, customers, pricing, technology, trade secrets and products. Confidential Information includes all information that is disclosed: (a) in tangible, intangible, visual or oral form and marked or designated as confidential; or (b) in such a manner that a reasonable person would understand the nature and confidentiality of the information disclosed. Surveyor agrees that it will not disclose PMI Confidential Information to any third party or use the Confidential Information of PMI in any way, for itself or for any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement. Surveyor will take all reasonable precautions to protect the confidentiality of such Confidential Information. Confidential Information will not include information that: (a) is or becomes known to Surveyor without restriction from a source not having an obligation of confidentiality to PMI; (b) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by Surveyor; or (c) is independently developed by Surveyor without use of the Confidential Information. Surveyor may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, but only if it gives PMI reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.
 4. Ownership of Information Submitted. Except for any questions, and any answers thereto, supplied by PMI pursuant to section 1(b), the parties agree and recognize that PMI does not claim ownership of any material or other Content submitted to Surveyor via the link to its Web Site.
 5. Warranty and Indemnification. Surveyor represents and warrants that its Web Site does not infringe any property rights (including intellectual and trade secret) of any third-party and does not constitute defamation or invasion of the rights of privacy or publicity of any kind whatsoever and that its Web Site does not otherwise violate any laws, statutes or regulations of any jurisdiction. Surveyor agrees to indemnify, defend and hold harmless PMI, its officers, directors, employees, affiliates, agents

and representatives from and against any claims, demands, causes of action and judgments directly or indirectly related to this Agreement, including any alleged breach by Surveyor of the terms and conditions herein as well as any of its representations and warranties.

6. Limitation of Liability. Surveyor agrees that this Agreement is an agreement for services and, notwithstanding anything contained herein to the contrary, the Link is provided on an “as is” basis and PMI disclaims all warranties with regard to the Link and the PMI Web Site, as well as all services and information provided therein, either express or implied. PMI does not warrant that the Link will operate error-free or without interruption. In no event shall PMI be liable to Surveyor for any damage, including but not limited to loss of data and/or disruption to equipment.

7. Relationship of Parties; No Endorsement.
 - (a) This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party.
 - (b) PMI does not endorse the Survey or the good or services of Surveyor and Surveyor shall not falsely state or imply that PMI does endorse the Survey or the goods or services of Surveyor in any manner.

8. Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance shall be extended for the period of delay or inability to perform due to such occurrence.

9. Notices. Any notice or communication from one party to the other shall be in writing and either personally delivered or sent via facsimile or certified mail, postage prepaid and return receipt requested, addressed to such other party at the addresses specified in the first paragraph of this Agreement, or at such other address as such party may from time to time designate in a notice to the other party. Designated representatives unless otherwise changed are as follows:

Project Management Institute, Inc.
14 Campus Boulevard
Newtown Square, PA 19073
Attention: Carla M. Messikomer

Surveyor
ADDRESS _____

10. Arbitration. Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration will be held in Philadelphia, Pennsylvania and will be conducted in the English language.
11. Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding its conflicts of laws provisions.
12. General Provisions. The individuals signing below each affirm that he/she has the authority and capacity to enter into this Agreement. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between Surveyor and PMI relating to the subject matter herein and shall not be modified except as provided herein or in writing, signed by both parties. Neither party may assign its rights under this Agreement, except to an entity acquiring all or substantially all of the assets of a party. The failure of either party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement. The obligations contained in Articles 3-7, 11-12 of this Agreement shall survive the termination of this Agreement.

In Witness Whereof, the parties hereto have caused their respective duly authorized officers or agents to execute and deliver this Agreement, effective as of the date first written above.

Project Management Institute, Inc.

Surveyor

BY: _____

BY: _____

NAME: **CARLA M. MESSIKOMER**

NAME: _____

TITLE: **ACADEMIC RESOURCES MANAGER**

TITLE: _____

DATE: _____

DATE: _____