## PMI ADVERTISING POLICY

## 1. Purpose

The purpose of this policy is to inform individuals or entities interested in placing advertisements within PMI Publications of the terms and conditions for such advertisements. This policy is the governing document over all PMI advertising.

# 2. Policy Statement

The PMI Advertising Policy provides guidance to all those entities which advertise in the PMI Print and Online Publications.

In addition, PMI Registered Education Providers are required by their Charter to adhere to this policy in all elements of their promotions and communications with the project management community.

#### **Acceptance and Conditions**

All advertisements submitted are subject to the acceptance and approval of PMI. Advertisements that are deceptive or misleading (by either statement or omission), make unsupported claims, are detrimental to the public interest, or are otherwise incompatible with the values of PMI and its publications<sup>1</sup> will not be accepted. Additionally, advertisements that undermine the professionalism of the project management profession and/or PMI also will not be accepted. PMI, in its sole discretion, reserves the right to decline to accept any proposed advertising and this right shall not be deemed to be waived by prior acceptance or actual use of any advertising matter. PMI will consider the overall impression or tone of the advertisement and its impact on the audience for this advertising in determining whether such an advertisement will be accepted. PMI may include the word "advertisement" or otherwise add or delete text to or from advertisements that, in PMI's opinion, may resemble editorial matter.

Publishing or acceptance of an advertisement is neither a guarantee nor endorsement of the Advertiser's product or service. In consideration for PMI's agreeing to publish an advertisement, Advertisers agree that they are fully authorized and licensed to use all intellectual property contained in the advertisement and that the use of the name of any individual or entity in a testimonial or other matter is authorized, not libelous, and does not constitute an invasion of privacy. Advertisers agree to defend, indemnify and hold PMI harmless from and against any loss, expense or other liability resulting from claims or suits for libel, slander, violation of rights of privacy or publicity, plagiarism, copyright or trademark infringement and any other claims or suits that may arise out of publication of such advertisements.

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<sup>&</sup>lt;sup>1</sup> Includes both print and electronic publications as well as the PMI web site.

### **Claims Regarding PMI's Certifications Program**

PMI especially values the integrity and reputation of PMI's Certifications Program, including the Project Management Professional (PMP®), Certified Associate in Project Management (CAPM®), Program Management Professional (PgMP®), PMI Scheduling Professional (PMI-SP<sup>®</sup>), and PMI Risk Management Professional (PMI-RMP<sup>®</sup>) credentials. In order to ensure that PMI's credentials continue to be of great value to individuals engaged in project management, PMI requires that advertisements may not contain false or misleading statements regarding PMI's credentials and/or their requirements (consisting of academic education, work experience, formal project management education, willingness to sign and abide by a professional code of ethics, satisfaction of continuing education/professional development requirements, and passing a multiple-choice examination concerning project management). Advertisements may not state or imply that an Advertiser's product or service is the sole prerequisite to the attainment of a PMI credential; they must reflect that attainment of a PMI credential requires an individual to meet all of the specific requirements noted above. PMI prohibits Advertisers from making statements claiming or implying that a PMI credential may be achieved over a short time frame or with little effort as these types of statements denigrate the reputation of PMI's credentials; the inclusion of such statements will result in PMI's rejection of the proposed advertisement.

Furthermore, an Advertiser shall correctly represent its programs and products as certificates or credentials. The American National Standards Institute (ANSI) defines a certificate program as a non degree granting education or training program consisting of (1) specified learning outcomes within a defined scope and (2) a system designed to ensure individuals receive a certificate only after verification of successful completion of all program requisites including but not limited to an evaluation of learner attainment of intended learning outcomes. According to National Organization for Competency Assurance (NOCA), a professional credential, such as those offered by PMI, is a voluntary process by which a non governmental agency grants a time limited recognition and use of a credential to an individual after verifying that he or she has met predetermined and standardized criteria. It is the vehicle that a profession or occupation uses to differentiate among its members, using standards based on existing legal and psychometric requirements.

Additionally, any "guarantees" or "warranties" made by the advertiser regarding its products or services, or any other promotional offers, must be sufficiently detailed to permit the public to evaluate the accuracy and truthfulness of such claims and terms and conditions of any offers. For example, if an advertisement states that a person is "guaranteed to pass a PMI certification examination" the terms of that guarantee must be fully stated such as "a student's course fees will be fully refunded if student does not pass the exam and makes a request for a refund within 30 days of taking the exam" or "guarantee includes permission to take Company's course again at no charge." Statements including success rates or other survey results must be accompanied by a description of the survey group and the method of calculation, such as "Based on the results reported to the Company by 100% its customers who used a product or service in 2003..."

Moreover, all PMI Registered Education Providers (R.E.P.s) are required to comply with the terms of this policy not only with regard to advertisements in PMI publications or on the PMI website, but also with regard to other R.E.P. advertising and marketing materials, as agreed to in Section III.6.2 of the R.E.P. Application and Agreement.

An Advertiser may refer to PMI trademarks, including but not limited to its credential-based marks, to accurately describe Advertiser's products and services, such as "We offer PMP® Exam training..." However, such use may not suggest PMI sponsorship or endorsement and only the plain text version of the PMI mark may be used. Unless specifically authorized by PMI under a separate agreement, no use of any PMI logos is allowed and PMI marks may not be incorporated into any Advertiser logo or other graphical design or artwork created by or for Advertiser.

#### **Website Advertising**

Advertisements that are inconsistent with an advertiser's claims and statements on their web site or other promotional or informational materials will be rejected. For "web button" advertisements contained on PMI's Website that provide a link to advertiser's website, any promotional claims made on the "web button" must be substantiated in a prominent location of the linked website. Additionally, all websites linked to the PMI Website via a "web button" must conform to the terms of this Policy and failure of an advertiser to do so will result in the rejection of the "web button" advertisement by PMI. Finally, Advertisers may not use PMI marks in the linking URL of the advertisement or in any URL found on the advertiser's website.

### Liability

PMI's liability to Advertiser shall not exceed the amount paid to PMI for the applicable advertisement. PMI shall not be liable for incomplete performance or non-performance in the event of Acts of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slow-down, or any other condition beyond the control of publisher affecting production or delivery in any manner.

#### **Payment Terms and Rates**

Orders are accepted subject to the terms and provisions of our current Advertising Rate Card. Payment is due within thirty (30) days of the invoice date. Advertiser and its affiliates or authorized agents shall be jointly and severally liable for payment owed to PMI. Should Advertiser or its agent fail to fulfill such payment obligation, the Advertiser or its agent will be immediately re-billed and fully liable for the amount owed plus any accrued interest. Late payments will be assessed a late fee of 1.5 % per month or the highest rate permitted by law, whichever is lower. In the event of nonpayment of invoice, PMI may take any and all steps required to secure payment, which may include referring the delinquent account to collections if internal collections efforts are unsuccessful.

PMI is not responsible for errors in key numbers and Advertiser's Index and assumes no liability if for any reason an advertisement is omitted. Rates, conditions and advertising placements are subject to change without notice. Uniform rates apply to all advertisers at all times.

### **Trademark Usage Guidelines**

PMI reserves the right to reject advertising in which PMI's trade; service and or certifications marks are used or attributed incorrectly An Advertiser may refer to PMI trademarks, including but not limited to its credential-based marks, to accurately describe Advertiser's products and services, such as "We offer PMP® Exam training..." However, such use may not suggest PMI sponsorship or endorsement and only the plain text version of the PMI mark may be used.

Unless specifically authorized by PMI under a separate agreement, no use of any PMI logos is allowed and PMI marks may not be incorporated into any Advertiser logo or other graphical design or artwork created by or for Advertiser.

Please reference the links found below to view the most current information regarding PMI's List of Marks and trademark usage:

PMI List of Marks

Trademark Usage Guidelines

## 3. Policy Distribution

This policy applies to all internal and external stakeholders. In instances of non compliance, advertising will not run until areas of non compliance are corrected. As instances may be warranted, PMI's Legal Department will issue a communication to the appropriate parties to discuss correction action.

# 4. Glossary

This policy uses the following specific terms, acronyms, and abbreviations: PMI Publications - PMI PUBLICATIONS means the following PMI publications, subject to change within PMI's discretion: *PM Network*<sup>®</sup>, the PMI website located at <a href="www.pmi.org">www.pmi.org</a>; *PMI Event Guide* for PMI Global Congress-North America. The PMI website located at <a href="www.pmi.org">www.pmi.org</a> includes the pages of that website as operated by PMI. It also includes all other websites, including without limitation websites linked to <a href="www.pmi.org">www.pmi.org</a> and those operated by or for subsidiaries, affiliates or non-United States offices of PMI.