

General Requirements

Participants in the PMI® Authorized Training Partner Program (“PMI ATP Program” or “Program”) shall acquaint themselves with all Program requirements and shall have the requisite experience, resources, facilities, and administrative support to effectively participate in the Program, including the ability to comply consistently with all ATP responsibilities and procedures. ATP status is awarded only to high quality professional training and development providers who meet all Program requirements and are aligned to PMI core values. PMI reserves the right in its sole discretion to deny or revoke admission to the Program to any applicant who does not meet Program requirements, for non-compliance with Program rules and criteria, for actions that could constitute a violation of applicable law or PMI’s Code of Ethics and Professional Conduct, or for any other reason that, in PMI’s judgment, could adversely affect the credibility or integrity of the Program.

Each ATP organization acknowledges and agrees that it is subject to the following:

- a. An Authorized Training Partner (ATP) must provide proof of being in business for a minimum of **three (3) years** as of the application date for the **Premier** tier, and a minimum of **one (1) year** for the **Professional, Foundational, and Access** tiers. For the **Premier** tier, ATPs are required to provide documented proof of at least **three (3) years** of delivering Project Management training. ATPs applying for the **Professional, Foundational, or Access** tiers must provide documented proof of at least **one (1) year** of Project Management training.
- b. ATPs must demonstrate financial stability meeting PMI requirements. PMI will perform an evaluation of the ATP organization at the time of application that will include, without limitation, evaluation of the organization’s Dun & Bradstreet report. Applicants to the Program are required to provide the organizations’ EIN and Duns numbers, as well as other business information, as requested.
- c. ATPs will be and remain in compliance with all applicable laws and requirements while in the Program.
- d. ATP organizations must have a division, department, unit or role that is responsible for administration of the required ATP reports, documentation, and communications. Information about these key roles and their responsibilities can be found in the PMI Authorized Training Partner Handbook.
- e. ATPs will have a clearly worded mission statement and strategic objectives.
- f. ATPs will provide participants in their training programs with appropriate documentation (such as certificates of completion, letters of attendance, etc.) upon successful completion of each course.
- g. ATPs will ensure that attendance/participation records are kept for a minimum of two (2) calendar years after completion.
- h. ATPs are prohibited from disclosing to any third parties information about PMI examinations and examination candidates obtained in confidence from PMI, including without limitation information about examination pass or fail rates. ATPs will refrain from any form of misrepresentation or dissemination of misleading or inaccurate information with respect to PMI, any PMI examination, the ATP organization itself, the ATP organization’s employees, and any course or program provided to the public. In particular, an ATP will not state that enrollees in its courses are “guaranteed” to pass any examination. Failure to abide by these requirements could result in termination of participation in the ATP program.
- i. ATPs will refrain from any manner of discrimination or harassment of enrollees and applicants for training with respect to the training programs they provide, including, but not limited to, discrimination or harassment on the basis of race or ethnic origin, gender, nationality, disability, veteran status, religion or sexual orientation.
- j. Unless prohibited by legal restrictions that apply to certain governmental entities outside of Pennsylvania, the ATP agrees that this agreement shall be governed by the laws of the Commonwealth of Pennsylvania, USA, and it

shall also be the exclusive venue for any disputes arising out of this Application and Agreement and/or the ATP's participation in the Program. An ATP that is both (1) a government entity, and (2) legally prohibited from agreeing to Pennsylvania governing law and/or venue, may request a modification of the applicable governing law and/or venue by submitting a written request to PMI explaining the applicable legal prohibition (including, identifying the specific statute, ordinance or law in question) and the need for the modification. PMI will evaluate the request, and if approved, will document any such modification of this subsection (j) in an addendum or amendment to this Application and Agreement.

k. ATP agrees that it will: (a) use only the authorized certification examination preparation training materials ("Certification Exam Prep Training Materials") provided by PMI to prepare candidates for the applicable certification examination, (b) require ATP's instructors to participate in required train-the-trainer instruction to learn how to prepare candidates for the certification examination, if required (c) utilize the Program digital platform as instructed, (d) pay per candidate fees set by PMI, (e) ensure its instructors meet all requirements as outlined in this application and (f) meet any other specific requirements noted for each certification.

l. ATPs may create materials that can be used to supplement the licensed Certification Exam Prep Training Materials ("Supplemental Materials"). This may include student handouts, case studies, white papers, books, or other materials to provide enrollees with further useful information in preparing for a certification examination. Supplemental Materials may not be marketed or advertised as an alternative to taking a Certification Exam Prep Training course. The Supplemental Materials created by the ATP may be used alongside the Certification Exam Prep Training course but may not be used as a course substitute or offered or sold separately. PMI may request review of Supplemental Materials in its discretion. Supplemental Materials must be submitted to PMI for review upon PMI's written request and PMI may approve, reject or require modifications for use of such Supplemental Materials at any time. For more information on all these requirements, see PMI Authorized Training Partner Handbook.

m. Any subsidiary, related or affiliated entity, or any contractor or sub-contractor of ATP that has not been awarded ATP status separately by PMI may not identify itself as an ATP. ATP must take reasonable steps to prevent any and all such entities from representing themselves as ATPs, including without limitation prohibiting such entities from using the PMI® Authorized Training Partner Seal ("PMI ATP Seal") and reporting any violations of this requirement to PMI. Additionally, ATP must ensure that any of its subsidiary, parent, or otherwise affiliated entities, or any of its contractors or sub-contractors, that has not been awarded ATP status separately, will not use the same or substantially similar branding as ATP and will not use any ATP logo or other indicia of ATP status which could cause confusion as to the ATP status of the non-ATP entity.

n. ATP's may develop and use their own materials for project management-related courses that are offered for professional development and to meet certification maintenance requirements for Professional Development Units (PDUs) as described below.

1. PDUs must be of high quality and aligned to the PMI Talent Triangle®. Appropriate knowledge experts must develop and/or review all course content prior to delivery to the general public.

2. PDUs must align with the most recent edition of *A Guide to the Project Management Body of Knowledge (PMBOK® Guide)* and other appropriate PMI global standards and guides. The content of courses or educational products offered for PDU credit must be substantially consistent with the concepts and terminology found in the current edition of the *PMBOK® Guide* and aligned to at least one section of the PMI Talent Triangle®. Project Management theories or practices different from those described in the *PMBOK® Guide* are permissible in course materials but shall be clearly identified as such to course participants.

3. Subject matter experts, instructional designers and developers for PDU courses must have appropriate qualifications to develop effectively all courses, including the requisite formal education, experience, PMI credentials or other recognized credentials appropriate to the subject matter.
4. PDU courses must be designed around clearly identified, measurable learning outcomes. Material should be clearly worded and arranged in a logical manner that facilitates achievement of the learning objectives.
5. All course materials shall have, and instructors must follow, an outline/syllabus that is organized in a clear and logical manner.
6. With respect to all PDU content and other training materials, ATPs must abide by applicable intellectual property law, as well as the terms and restrictions for use of PMI trademarks and copyrighted material as stated in this Application and Agreement and as found in the most current PMI Authorized Training Partner Handbook.
7. DA certification holders are required to earn 7 PDU's annually to maintain their certification. DA PDU content does not need to align to PMI Talent Triangle. For more information, please consult the PMI Authorized Training Partner Handbook.

Courses and Learning Objectives

To ensure that identified learning objectives will be met, PMI requires that ATP training personnel have the requisite experience.

ATPs must:

- a. Have processes in place to select qualified instructors and ensure instructional effectiveness for all courses.
- b. Use instructional methods and learning resources appropriate to achievement of the learning objectives.
- c. Ensure that all instructors affiliated with the ATP receive a badge issued by an authorized PMI badging vendor verifying that they have completed the Train-the-Trainer session provided by PMI and are authorized to provide Certification Exam Prep Training.

To ensure that participants are awarded the appropriate number of PDUs upon completion of a course, and that assignment of PDUs is uniform throughout the Authorized Training Partner Program, the following requirements apply:

- a. The ATP will calculate the PDU value of each course delivered via classroom or distance learning instructional methodologies using current industry methods of contact hour equivalencies listed below.
 1. Courses delivered shall be assigned one (1) PDU for each contact hour of instructional interaction. One (1) PDU is issued for every contact hour of a planned, structured learning activity.
 2. No course pre-work or homework assignments are eligible for PDUs.
 3. Courses must align to at least one (1) segment of the PMI Talent Triangle®.
 4. PDUs may be awarded in increments as small as 0.25 PDU.
 5. Courses delivered on demand shall be assigned PDUs based on the average time (in hours) needed to complete the course by a minimum of 20 sample participants. PMI reserves the right to audit any course for any reason, and specifically, courses in which the PDU total conflicts with the time spent in a structured learning environment. In the event that an audit occurs the ATP must produce an electronically

generated/time stamped verification document showing the amount of time 20 students took to complete the course.

6. If a student is taking an on demand online course, the ATP must obtain and be able to show to PMI a time-stamped document that shows how long each student was in the course.

b. Courses providing PDUs must be listed in PMI's CCRS directory.

c. If PDUs assigned to a course by the ATP do not match the time a student is confirmed to have been in the online learning environment, the ATP will be subject to removal from the Program.

To ensure that courses for PDU credit being offered under the ATP Program meet student expectations and achieve their stated learning objectives, ATPs shall have a process in place for continuously improving their courses based on student evaluations, external audits, course changes or other monitoring methods. ATPs must abide by the following requirements with respect to course submission, evaluation, maintenance and improvement:

a. A course number is one course/event. Since students cannot submit multiple claims against a single activity number, ATPs may not create a single activity with multiple courses. Courses over 35 PDUs entered in CCRS appearing to be more than one unit of study will not be allowed.

b. Course listings in CCRS Directory shall be current at all times with the content contained within their courses.

c. No course will be allowed in CCRS that accounts for a total cycle's worth of a credential holder's PDUs. The purpose of this requirement is for credential holders to continuously enhance skills over the 3-year cycle period.

d. ATPs should submit batch PDU claims for students. When a batch claim is submitted, the course survey goes out to the students.

Marketing Guidelines

ATPs must adhere to the following PMI ATP Program marketing guidelines to ensure that the ATP acts in an honest, ethical, and professional manner, and avoids any misleading statements about courses or results achieved from enrollment, and to ensure the relationship between PMI and the ATP is accurately represented to the public. ATPs must seek to ensure that their designation as ATPs, and use of the PMI ATP Seal and ATP number, are used only in appropriate ways consistent with Program guidelines and only by ATPs themselves. ATPs agree as follows:

a. The PMI ATP Seal may be used only in conjunction with authorized Certification Exam Prep Training Materials and PDU courses in CCRS. The PMI ATP Seal cannot be used with other organizations' certification courses, by organizations affiliated with the ATP who are not ATPs, or on any third party platforms.

b. ATPs are NOT permitted to offer the Certification Exam Prep Training via Massive Open Online Courses (MOOCs). ATPs further are NOT permitted to display the PMI ATP Seal or the PMI Logo on a MOOC website to market or advertise the Certification Exam Prep Training course.

c. ATPs will act in an honest, ethical and professional manner in its dealings with PMI and the public. ATPs must:

1. Accurately represent the scope and quality of their offerings to prospective and enrolled students, PMI staff, and public.

2. Use the words "organization has been reviewed and approved " by the PMI® Authorized Training Partner Program ". Never use "accredited", "certified", "sponsored", "endorsed", or "guaranteed" by the PMI® Authorized Training Partner Program or PMI.

3. Include proper notice of PMI ownership of its copyrights, trade, service or certification marks with all uses of such copyrights and marks as instructed by the current PMI Authorized Training Partner Handbook.

4. Refrain from using any PMI logo, trade, service or certification mark in any domain name, e-mail account or company name. If there is any doubt about such usage, the ATP should consult with the designated PMI ATP Program contact person at PMI to obtain direction.

5. Abide by PMI's advertising policies when advertising offerings. The PMI Advertising Policy is found within the Authorized Training Partner Program Resources.

*Approved logos and marketing statements can be found in the PMI Authorized Training Partner Handbook

Use and Protection of PMI Intellectual Property and Brand

ATPs commit to best practices regarding their use of PMI content in accordance with the unique License granted to ATPs and the requirements of this Application and Agreement. In addition to acceptance of the terms of the License granted to the ATP upon acceptance into the Program, ATP agrees that:

a. PMI owns all right, title and interest in the PMI Licensed Material and the Certification Exam Prep Training Materials and reserves all rights to publish and use, and to license others to publish and use, the PMI Licensed Material and the Certification Exam Prep Training Materials and any portion thereof, in any manner whatsoever and in any location without restriction. The Certification Exam Prep Training Materials, and any rights not explicitly granted to ATP in the PMI Licensed Material or the Certification Exam Prep Training Materials are reserved to and shall remain with PMI (or its successors or assigns).

b. ATP shall promptly notify PMI of any infringement or unauthorized use of the PMI Licensed Material or Certification Training Materials by a third party, any claim that the PMI Licensed Material or Certification Training Materials infringe upon the intellectual property rights of a third party, or any act of unfair competition by third parties relating to the PMI Licensed Material or Certification Training Materials, whenever ATP becomes aware of such an act or claim.

c. PMI's platform vendor for the ATP Program provides secure hosting of the PMI Licensed Material, Certification Exam Prep Training Materials, and other materials to which ATPs receive access. However, to the extent that the PMI Licensed Material is incorporated into activities or activity materials made available to students by an ATP via the internet or otherwise in a manner other than via the platform vendor's secure hosting, the ATP agrees that neither the PMI Licensed Material nor Certification Exam Prep Training Materials will be displayed on a website accessible to the general public. All Certification Exam Prep Training Materials and ATP online courses containing PMI Licensed Material must be posted to password protected areas of the ATP website.

d. Appropriate credit to PMI's copyrighted material must be provided, either on the first page of the quoted text or in the figure legend in the format as follows: "Project Management Institute, [Insert title of PMI Licensed Material or PMI Certification Exam Prep Training Material], Copyright 2020. Copyright and all rights reserved. Material from this publication has been reproduced with the permission of PMI."

e. No Misrepresentations: ATPs will not place PMI web pages in a "frame" within their own websites without specific written permission from PMI.

f. No Negative References: ATPs may not make negative or disparaging references to PMI, its services or its members to otherwise compare PMI, its services or its members unfavorably to others.

g. No Objectionable Content: ATPs' websites must not contain, or link to, content that may be interpreted as libelous, obscene, or criminal, or which may infringe or violate any third-party rights.

h. No Conflicts of Interest: ATPs will not conduct any business that represents a conflict of interest or interferes with the integrity of PMI's examination certification program. In that regard, ATPs may not use actual questions or items from PMI certification examinations for examination preparation training. ATPs may not act as or operate a PMI certification examination business and simultaneously maintain ATP status.

i. Protection of Marks: ATPs may not use PMI names, marks or other materials in a manner that is likely to cause confusion with another source or to dilute or damage the reputation or image of PMI.

j. Indemnification: PMI shall have no responsibility or liability for any content appearing on the ATP's website or otherwise displayed or used publicly by the ATP. ATP agrees to indemnify and defend PMI against all claims arising out of or based upon content appearing on its website or otherwise used by or displayed to third parties by the ATP.

k. Proper use of PMI Talent Triangle Logo: ATP's use of the PMI Talent Triangle® logo ("Talent Triangle Logo") will conform in all respects to the logo usage guidelines as defined in the PMI List of Marks. When placed on a website, the Talent Triangle Logo may only be used to show ATP's course alignment to skills defined in the PMI Talent Triangle® and must link to the following URL: PMI Talent Triangle.

l. Right to Revoke: PMI grants ATPs the right to link to the PMI website as appropriate to provide easy access to information about PMI certification programs. PMI reserves the right at any time and in its sole discretion to revoke the right to link to PMI's website and request that the ATP remove from its website any link to the PMI website.

m. Amendment to Terms and Conditions Related to Links: An ATP applicant cannot use or publicize the PMI ATP Seal or the ATP designation, until it has received written confirmation from PMI that it has been accepted into the Program and paid the membership fee.

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o. Under no circumstances is ATP permitted to input Training Materials into any generative artificial intelligence (AI), or any other types of AI apps, software, tools, or systems.

Terms of Agreement

ATPs receive a license (“PMI Content License”) to use certain PMI materials as follows: Upon acceptance into the Program, and your execution of this Application and Agreement, you are granted a limited, nontransferable, non-exclusive, revocable, worldwide right and License to access, use, and distribute, solely for your internal certification examination preparation training (“Certification Exam Prep Training”), the PMI® Authorized Training Partner Certification Exam Prep Training Materials (“Certification Exam Prep Training Materials”) at the following link: PMI Licensed Materials List, in its original form, with the original content, and via the approved channels provided by PMI (“Certification Exam Prep Training Material License”).

The PMI PMP® Exam Prep Instructor Led course listed as part of the Certification Exam Prep Training Materials includes:

- A student manual and corresponding instructor edition - 35 hours/5 days of training in duration (approximately 400 pages in length)
- Real world activities designed to provide students with practical exposure to the professional practice of project management.
- Any separate supporting files (templates, worksheets, etc.) required to perform student activities.
- Editable instructor slides for use in presenting key concepts and leading activities.
- Online student checklists that ensure proper coverage of all key concepts.
- Spotlight videos/media to be utilized by instructors as part of the training event and by students as after-class learning.
- Skills assessment to check comprehension of key concepts.
- Mastery Builders for in-class review or after-class exam preparation
- End of course survey to be completed by student.
- Premier ATPs receive approximately 250 cloned PMP exam questions to use to create practice exercises for students

You are also granted a limited, nontransferable, non-exclusive, revocable, worldwide right and License to access, use and reproduce unlimited figures and excerpts from the most current editions of PMI standards (“Standards Licensed Content”), for any training other than Certification Exam Prep Training noted above (however, ATP’s may not reproduce or distribute any PMI standard in its entirety), and the PMI® Authorized Training Partner Seal (collectively, “PMI Licensed Materials”), solely and exclusively to provide instruction, training and education directly related to the PMI® Authorized Training Partner Program and your role as an ATP (“PMI Content License”). The Certification Exam Prep Training Materials License does not permit any adaptation, re-sale, assignment or other transfer of the Certification Exam Prep Training Materials to third parties. Any such re-sale, assignment or other transfer of content using PMI IP is strictly prohibited. The license granted above is effective during the term of your membership in the Program and will terminate immediately and automatically when your membership in the Program terminates or is cancelled, as more fully described in this application and related documents. PMI reserves the right to remove ATPs immediately from the program for non-compliance with the License.

ATPs may add their own, wholly owned, original content to supplement the PMI Licensed Materials as part of the overall content provided to students under the PMI Content License (“Supplemental Materials”). ATPs may not sell or reuse such Supplemental Materials outside of the ATP Program. PMI reserves the right in its sole discretion to request review of any and all such Supplemental Materials, and to approve, reject or require modification for use

of such content to the extent that it uses PMI Licensed Materials in a manner inconsistent with PMI requirements and guidelines. Any License granted herein may not be assigned or transferred in any manner whatsoever by ATP.

PMI reserves the right to change any terms of the Program or terminate this Agreement at any time for any reason.

- Acceptance of terms means your organization will comply with all terms and conditions of this document and supporting documents. Including without limitations, the ATP Program's criteria, authorized course use, standard training requirements, advertising policy, IP compliance, assurance of quality, ATP handbook, ATP program details, on-boarding guides, etc..
- PMI has the sole discretion to determine Organization's participation in the Program. PMI reserves the right not to admit Organization to the Program or to terminate Organization from the Program indefinitely for any reason, including without limitation Organization's inability to meet Program requirements, maintain Program compliance, or if its operations or offerings denigrate or may bring disrepute to the ATP Program or PMI brand, or for any other reason when, in PMI's sole judgment, Organization does not meet the business standards set by PMI.
- Organization agrees to immediately discontinue use of all PMI ATP logos, marks, materials, and statements of affiliation with the Program if no longer an ATP. Organization understands that Organization's profile and courses in CCRS will no longer be available upon termination from the Program. Organization must cease all use of the PMI authorized Certification Exam Prep Training Materials upon termination from the Program.
- Organization understands there are no guarantees for increased business associated with being in the Program. Organization acknowledges that PMI does not warrant the quality, effectiveness, or fitness for any particular purpose of any aspect of the Program or any content provided to Organization by PMI under the Program. Organization understands that ATP status, while providing unique benefits and opportunities, does not confer exclusive access or opportunity to the global PMI certification training or education market.
- Organization agrees to receive PMI ATP Program newsletters, e-mail messages, faxes and regular postal service delivered letters and materials to your organization regarding events and product offerings.
- Organization affirms that information that it is providing to PMI in its application package is true and accurate. Organization has reviewed the Intellectual Property Quick Reference Guide for ATPs and its course materials and website are in compliance.
- Organization understands the application will be closed and returned if found to be non-compliant.
- Organization acknowledges that it may obtain access to confidential or proprietary information of PMI as a result of its participation in the Program ("Confidential Information"). Confidential Information includes without limitation information concerning PMI's business operations, finances, strategic plans, employees, customers, membership, pricing, technology, trade secrets, know-how, products or services in development, and other information held in confidence by PMI, whether the information is designated as confidential, or even if not so designated, is of a type such that a reasonable person would understand the non-public nature of the information. Organization agrees that it will not disclose or use Confidential Information in any way, except as expressly permitted by or required to achieve the purposes of this Agreement. Organization will take all reasonable precautions to protect the confidentiality of PMI's Confidential Information and shall take at least the same precautions that Organization takes to preserve the confidentiality of its own Confidential Information. Confidential Information will not include information that: (a) is or becomes known to Organization 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 other than through a breach of this Agreement by Organization; or (c) is independently developed by Organization without use of the Confidential Information. Organization further acknowledges that any such disclosure in contravention of Organization's duty to maintain confidentiality

constitutes a material breach of this Agreement for which contract remedies may not be adequate and shall entitle PMI to any and all appropriate remedies.

- Organization represents and warrants that it has implemented and maintains appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and security of Confidential Information, including personally identifiable information and other highly sensitive data. To the extent that Organization will receive, use, process or handle personally identifiable information, which shall include information about an individual that can be used to identify the individual, or that is sensitive with respect to the individual, such as social security numbers, and financial information (“Personal Information”) in fulfilling the terms of this Agreement, Organization will ensure that Organization’s use of such Personal Information is in accordance with all applicable laws and will ensure that the Personal Information is appropriately secured in all forms and used only for the purposes for which such Personal Information was received pursuant to this Agreement or otherwise within the Program.
- Organization understands and agrees that PMI assumes no liability whatsoever to Organization, its employees or subcontractors for any damage, cost, loss or liability resulting or arising from the fulfillment of PMI’s obligations under this Agreement, nor with respect to the performance of any PMI vendor or third party providing any services related to the Program. Organization shall indemnify, defend and hold PMI harmless from and against any claim, expense, loss, injury, or damage to persons or property caused by any act or omission of Organization, Organization’s employees, agents or subcontractors, or otherwise caused by or arising from Organizations performance within the Program. These limitations are independent of all other provisions of this Agreement and shall apply notwithstanding the failure of any other clause or remedy provided herein.
- Organization agrees that PMI shall not be deemed to be in default of any provision of this Agreement, nor to be liable for any delay, failure in performance or interruption of Program services, resulting from acts of God, embargoes, quarantines, pandemic, acts of civil or military authority, civil disturbance, insurrection, war, severe weather, natural or other catastrophes, or any other cause beyond its reasonable control (“force majeure”). If a force majeure event affects the operations of either PMI or Organization, the affected Party shall exercise reasonable efforts to resume performance or remedy such failure to perform as soon as practicable following cessation of the force majeure event. A Party whose performance will or may be impaired by a force majeure event shall give written notice as soon as possible to the other Party of the force majeure event and its impact.
- Organization agrees that this Agreement supersedes all prior agreements, oral or in writing, between PMI and Organization with respect to the ATP program, and the predecessor Registered Education Provider (REP) program and contains the entire agreement of PMI and Organization with respect to the Program.