

INSTRUCTOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, between <Insert Name of BOMA Local or Other Organization/Company, a corporation incorporated in the State of _____, U.S.A. with an address of _____ (hereinafter referred to as "LICENSOR"), and _____ an individual domiciled in Insert Country or State with an address of _____ (hereinafter referred to as "LICENSEE").

WHEREAS, LICENSOR has an agreement with BOMI International ("BOMI") for the use of BOMI Intellectual Property (BOMI trade and service marks and BOMI copyrighted materials);

WHEREAS, LICENSEE wishes to conduct BOMI designation courses, or other educational offerings (hereinafter "BOMI Courses"), including but not limited to, the RPA, FMA, SMA, SMT programs; and

WHEREAS, LICENSEE wishes to use BOMI owned copyrighted materials and both BOMI owned and licensed trademarks to promote and conduct BOMI Courses; and

WHEREAS, LICENSOR is desirous of permitting LICENSEE to use BOMI Intellectual Property to promote and conduct BOMI Courses:

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by LICENSOR and LICENSEE,

IT IS AGREED:

1. Definitions.

(a) Copyrighted Materials. "Copyrighted Materials" shall mean any and all BOMI created and/or owned educational, course and/or study materials in any and all formats now known or developed in the future which are specifically offered to LICENSEE to promote and conduct BOMI Courses under this Agreement.

(b) Marks. "Marks" shall mean all trademarks, service marks and/or certification marks which are specifically offered to LICENSEE to promote and conduct BOMI Courses under this Agreement.

(c) Intellectual Property. "Intellectual Property" shall mean the names, acronym, Copyrighted Materials and Marks which are specifically offered to LICENSEE under this Agreement and more specifically defined in Attachment A.

2. License. LICENSOR grants to LICENSEE a limited, non-exclusive and nontransferable license to use and copy the Intellectual Property for the sole purpose of promoting and conducting BOMI Courses for LICENSOR only. LICENSEE shall not use the Intellectual Property for personal or outside ventures or any other purpose outside of promoting and conducting BOMI Courses for LICENSOR. Furthermore, LICENSEE shall not sublicense the Intellectual Property to third parties. In order to protect the goodwill of Intellectual Property owner BOMI, BOMI and/or LICENSOR retain the right to review and approve all uses of said Intellectual Property, but will not unreasonably withhold its approval. Conversely, LICENSEE grants to LICENSOR a limited, non-exclusive and nontransferable license to use

any unique created intellectual property owned by LICENSEE used in conjunction with LICENSOR's use of BOMI Courses.

3. Ownership and Acknowledgment. LICENSEE acknowledges that BOMI is the lawful owner and/or exclusive licensee of the Intellectual Property referred to in this Agreement, unless specifically noted as previously created by LICENSEE, which shall remain the property of LICENSEE, and agrees to take no action inconsistent with BOMI's ownership or rights to use, or that would subject BOMI to claims by third parties or potential loss of its ownership. LICENSEE shall not modify or create a derivative work of the Copyrighted Materials without the prior written permission of BOMI (a "derivative work" being any subsequent work based upon BOMI's Intellectual Property such as editorial revisions, annotations, elaborations, or other modifications which, do not amount to a new, separately distinct work). Should BOMI permit LICENSEE to modify or create a derivative work of the Copyrighted Materials, LICENSEE agrees that the copyrights in and too all such modifications or derivative works shall be the sole property of BOMI. LICENSEE agrees that all uses of the Intellectual Property, in either electronic or printed form, shall display all notices and legends with respect to the Intellectual Property as may be required by applicable federal, state and local copyright trademark laws or which may be reasonably requested by BOMI or LICENSOR.

4. LICENSOR Performance Expectations/Compliance With BOMI Course Operations. LICENSOR shall, in the performance of this Agreement strictly adhere to and abide by criteria outlined in Attachment B, as well as the BOMI International Code of Ethics and Performance Standards (which is attached hereto and incorporated by reference). In addition, LICENSEE agrees to read and be operationally familiar with, and comply with, the BOMI International Operations Manual, which is accessible at all times by LICENSEE at www.bomi.org. LICENSEE hereby acknowledges reading and agreeing to the Operations Manual, the current version of which (what is listed on-line) being incorporated herein by reference. The parties agree that it is solely within BOMI's right, and LICENSEE acknowledges it is reasonable for BOMI to do so, to amend, modify, update or change the BOMI International Operations Manual and/or the BOMI International Code of Ethics and Performance Standards. LICENSEE agrees to also adhere to and impose any such modifications as made by BOMI.

5. Indemnification. LICENSEE agrees to indemnify and hold both BOMI and LICENSOR as well as their respective directors, officers, employees, agents, and members harmless with respect to any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by either of them on account of any activities conducted by LICENSEE pursuant to this Agreement. Furthermore, LICENSEE agrees to indemnify and hold BOMI and LICENSOR as well as their respective directors, officers, employees, agents, and members harmless with respect to any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by either of them in connection with any third party claims of infringement related to LICENSEE's modifications or derivative works of the Copyrighted Materials. The rights and responsibilities established in this paragraph shall survive indefinitely the termination of this Agreement.

6. Confidentiality. LICENSOR and LICENSEE recognize that during the term of this Agreement, each may possess certain confidential information about the business of the other, including, but not limited to, membership lists and other documents, data, records, and other information. Therefore, the parties agree that all such information shall be held in confidence and each will not divulge such information to any party (other than for use under this Agreement) without the express written consent of the other. Each party also agrees that it will adopt reasonable precautions to guard against unauthorized release of such information, and that it will not use such information in any manner that will unfairly benefit itself or damage the other party.

7. Term. The term of his Agreement (e.g., its duration, the number of BOMI Courses,) shall be as set forth in Attachment B.

8. Termination.

(a) In general. Either LICENSOR or LICENSEE may terminate this Agreement upon thirty (30) days' notice in writing to the other party.

(b) For cause. Either LICENSOR or LICENSEE may terminate this Agreement immediately upon written notice to the other in the event of the other's insolvency, fraud, willful misconduct, or material breach of this Agreement. LICENSOR may terminate this Agreement immediately upon written notice to LICENSEE in the event LICENSEE assigns its rights and obligations under this Agreement, or merges, consolidates, or otherwise undergoes reorganization without the express written consent of LICENSOR.

(c) Duties Upon Termination. Upon termination of this Agreement, LICENSEE shall discontinue all use of the Intellectual Property.

9. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

10. Successors and Assigns. Subject to Paragraph 8(b), this Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

11. Notices. Notices required by this Agreement shall be in writing and shall be delivered either by email, facsimile, personal delivery or by mail. If delivered by mail, notices shall be sent by Express Mail, with all postage and charges prepaid and shall be deemed given upon receipt by the notified party. If delivered by facsimile, notice is deemed given upon receipt of facsimile confirmation by the notifying party. All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

IF TO LICENSOR: <Licensor Name>
<Licensor Address>
<City, State, Zip>
<Fax>

IF TO LICENSEE: <Licensee Name>
<Licensee Address>
<City, State, Zip>
<Fax>

12. Governing Law. This Agreement shall be governed in all respects, except as to conflicts of laws, by the laws of the State of Maryland in the United States of America. All disputes shall be resolved in the appropriate federal or state court in the State of Maryland, and LICENSEE hereby agrees to submit themselves to the jurisdiction of the courts of the State of Maryland. If either party takes legal action to enforce rights under this Agreement, the losing party to such litigation shall be financially responsible for the expenses of the action for both parties, including, but not limited to, court costs and attorneys' fees.

13. Captions. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience, and are not to be construed as part of the Agreement.

14. Severability. If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect.

15. Amendment. This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by both parties.

16. Warranty. Each party warrants that the individual signing this Agreement on its behalf is duly authorized to do so.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized agent.

(INSERT NAME OF LICENSOR)

By: _____
Name:

Date: _____

(Insert name of LICENSEE)

By: _____
Name:

Date: _____

ATTACHMENT A

INTELLECTUAL PROPERTY

<TO BE TAILORED TO LIST SPECIFIC MARKS LICENSED TO INSTRUCTOR>

A. Trademarks and Service Marks

BOMI INTERNATIONAL
BUILDING OWNERS AND MANAGERS INSTITUTE INTERNATIONAL



FMA®
FACILITIES MANAGEMENT ADMINISTRATOR



BOMI FMA

RPA®
REAL PROPERTY ADMINISTRATOR



BOMI RPA

SMA®
SYSTEMS MAINTENANCE ADMINISTRATOR



BOMI SMA

SMT®
SYSTEMS MAINTENANCE TECHNICIAN



BOMI SMT



Independent Institute for Property
and Facility Management Education

ATTACHMENT B

TO AGREEMENT BETWEEN LICENSOR AND LICENSEE

Licensee shall adhere to the terms of the Agreement while using BOMI resource materials and instructing the following course(s):

Course Title:

Course Location:

Course Dates / Course Times:

Course Contact:

Site Contact:

Compensation:

Minimum Performance Standards:

3.75 Instructor evaluation score
80 % Pass/Fail Ratio

Please refer to www.bomi.org for further guidelines and standards.

ATTACHMENT C

BOMI INTERNATIONAL CODE OF ETHICS



Code of Professional Ethics and Conduct

PREAMBLE

BOMI International, and its designees, are committed to promoting the highest level of professionalism, integrity, and ability available in the commercial property and asset management industry.

This code of professional ethics and conduct is designed to foster trust and mutual respect among those working in the industry, as well as the public at large. It is not intended to discourage fair and healthy competition within the industry, but to increase the esteem of the designations and the individuals who have earned them. We consider industry relationships critical to the industry's success.

Minimum standards of conduct in these areas are contained herein:

ARTICLES

I *Professionalism*

Each designee of BOMI shall conduct business in a manner displaying the highest degree of professional behavior, bringing credit to the profession, the industry, and BOMI. Designees shall speak truthfully and act in accordance with accepted principles of honesty and integrity. A designee shall endeavor to understand and fairly represent his or her own scope of knowledge and ability to perform services.

II *Responsibility to Clients*

Each designee shall diligently and honestly pursue the client's legitimate objectives. Whenever possible, objectives should be put in writing to avoid misunderstanding. No designee shall place his or her own needs and desires above those of the client in the performance of work for that client. Each designee shall advise the client regularly or as agreed on matters concerning the creation of value. National, State and Provincial, and Local (Municipal) laws as well as regulations, codes, and ordinances shall be strictly adhered to in the operation of property or equipment.

III *Responsibility to Employers*

Each designee shall behave in a manner consistent with the stated goals of his or her firm and/or employer. No designee shall act out of a motive of personal gain apart from the knowledge and consent of the employer and/or firm.

IV *Responsibilities to Real Property and Equipment*

Each designee shall be diligent in the operation of property to maximize its long-term value within the client's objectives. Designees shall not permit or cause damage to the property or properties under their control. In the operation of the property, designee shall take those actions reasonably necessary to maximize the security and life safety of the occupants consistent with accepted standards of the industry.

V *Conflict of Interest*

Each designee shall fully disclose to the client any known conflict of interest between (a) the client; client's employees; suppliers; and other related parties, and (b) the owner; manager; or their employees arising prior to the engagement of management services. Each designee shall use every reasonable means to resolve such conflicts. No designee shall permit a conflict of interest to remain undisclosed, nor shall he or she create any appearance of impropriety.

VI *Confidentiality*

Each designee shall maintain as confidential any legitimate business information provided in confidence until and unless given permission to disclose it by the source, or for the length of time that confidentiality is legally required.

VII *Fair Dealing*

Each designee shall endeavor to deal fairly with his or her clients, tenants, competitors, vendors, employer, and employees. No designee shall take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair dealing practice.

VIII *Records Management*

Each designee shall maintain complete and accurate records compiled in accordance with generally accepted procedures and provide them to the client or employer with comment on a regular basis. In addition, each designee shall control the funds and property entrusted to the designee in such a way as to protect the client and client's assets from any reasonably foreseeable losses.

IX *Continuing Education*

Each designee shall endeavor to remain knowledgeable in the subject material of his or her designation by taking courses and seminars offered by the BOMI and others, reading industry periodicals, and consulting and sharing information within the industry network in the designee's area.

X *Compliance with Laws*

Each designee shall comply with all National, State and Provincial, and Local (Municipal) laws and regulations, as well as any human rights statutes concerning the properties managed, apprising property owners as appropriate.