

Standards and Guidelines for APMP Approved Training Organizations (ATOs) and Approved Trainers (ATs)



APMP[®]

ASSOCIATION OF PROPOSAL MANAGEMENT PROFESSIONALS



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Using internationally recognized assessment standards organizations will be approved to deliver APMP Accreditation Program training.

Introduction

All organizations and individuals wishing to offer training courses leading to the APMP-Foundation Level examination, and support to the APMP-Practitioner Level self-assessment, have to be approved by the APMP.

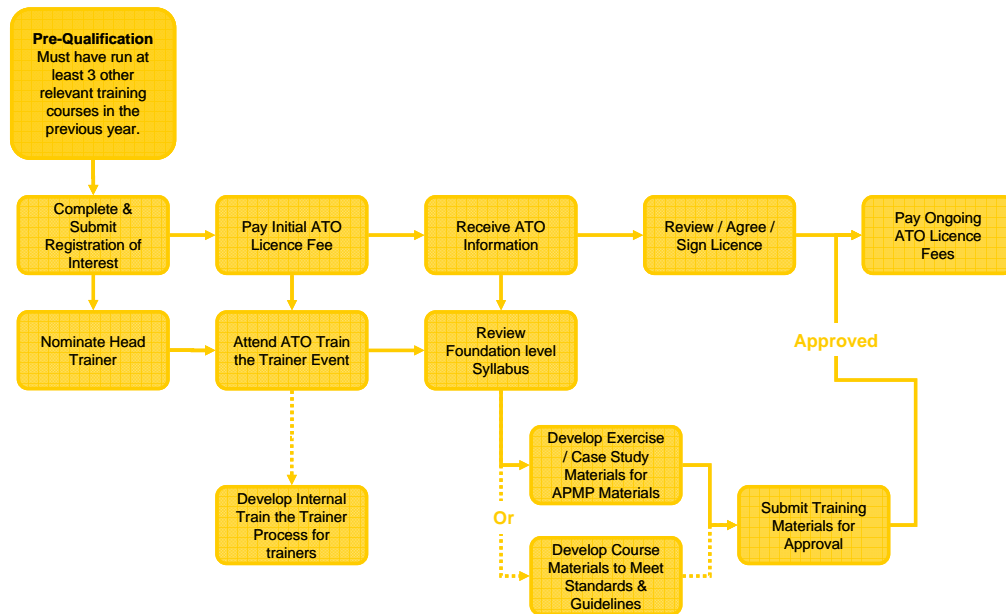
For organizations, the approval process involves a thorough scrutiny of all aspects of the organizations and, once approved, APMP course providers will be monitored. For individuals, the approval process involves participating in a train the trainer program and, once approved, APMP course trainers will be monitored.

Course providers deliver APMP courses under license. Licenses are initially awarded for a period of 5 yrs and thereafter renewed for two year periods, assuming they have delivered APMP training to a standard acceptable to the APMP.

The APMP reserves the right for their representatives to attend approved training courses for audit and review purposes. The APMP reserves the right to withdraw accreditation if organizations or individuals are delivering courses below the required standard.

Prior to approval, applicants are not authorized to advertise their intention to offer training leading to APMP Foundation level accreditation. Breach of this rule may lead to the rejection of the application. Applicants wishing to publish brochures, whilst the application is under consideration, should consult the APMP's Director of Accreditation to agree the wording.

Becoming an Approved Training Organization (ATO)



Prospective ATO Activities. All prospective ATOs must go through an approval process to ensure high quality course delivery standards.

Eligibility

To be eligible to become an APMP Training Organization (ATO), an organization must meet, and continue to meet, the following criteria:

- Have run at least 3 other relevant courses within the previous year, from date of 'Registering Interest' to become an ATO. (Organizations who have been trading for less than 2 years, at least one director or senior employee must have run at least 3 courses within the previous year).
- Undertake to appoint a Head Trainer within their organization, to be responsible for ensuring that training is delivered to the standards and guidelines as set out by the APMP.

The Head Trainer must have achieved Full APMP Professional Level Accreditation prior to being able to deliver any training.

- Undertake to participate in (and, if necessary, operate) a 'Train the Trainer' program in accordance with the APMP requirements for Trainer approval.
- Undertake that only APMP Approved Trainers will deliver training for the Accreditation Program. Non-approved trainers can deliver part, or all of a course when working with an approved trainer who is acting as a coach / mentor.
- Have sufficient training materials available to deliver the Foundation Examination training course, or Practitioner self-assessment support, to the standards defined by the APMP.

Registering Interest

Organizations wishing to register their interest in becoming an ATO should submit the following information to the APMP:

- Brief outline of the organization and the organization's training activities.
- Details of the person nominated as Head Trainer together with copies of the relevant APMP Accreditation Certificates achieved.
- The names of two relevant references.

The APMP will assess the Registration of Interest and confirm whether the organization has met the criteria to become an ATO, usually within one month of receipt of the completed form.

Initial Approval & Initial Payment

Organizations which are successful in registering their interest in becoming an ATO will, at this time, be asked to pay the initial license fee.

It is the responsibility of the ATO to ensure that sufficient materials are provided for each training course.

Head Trainers will be invited to attend a train the trainer event organized by the APMP.

On receipt of the license fee payment, the APMP will release APMP developed outline training materials to the organization. At this time the organization may decide whether it wishes:

- to develop its training courses based on the APMP developed outline training materials, or
- develop its own materials against the Syllabus.

The APMP developed outline training materials include a PowerPoint presentation which outlines a suggested level of detail to be covered against each of the syllabus topics, along with some trainer notes and a timetable. The materials are available on CD.

Exercise materials and/or a case study are not included with these materials. Organizations need to submit their own exercise formats and/or case study suggestions for approval and the APMP will make every effort to complete this process within one month.

Attending the APMP Train the Trainer Event

The Head Trainer in each ATO will be invited to attend an APMP organized train the trainer event.

At this event, the APMP will outline, inter-alia:

- the standards required for course material development
- the standards required for training
- the materials of approval and audit process
- the required standards for running examinations

The content of these events will vary, dependent upon the experience in training and course material development of the prospective ATO.

The Role of the Head Trainer and Trainer Approval

The Head Trainer must ensure that the trainers they employ to deliver APMP Approved courses have successfully completed either the train the trainer program, as delivered by the APMP, or an equivalent internal program.

Prospective trainers must also attend a course delivered by another Accredited Trainer and take Trainer Notes prior to delivering their first course.

It is recommended that the Head Trainer (or an accredited APMP Assessor) runs a train the trainer session, to ensure that all the key messages have been captured by the prospective trainer.

The prospective trainer should, then, either:

- deliver the Course with an APMP Assessor present observing, or
- co-deliver parts of the course with the Head Trainer (or another Approved Trainer) until ready to deliver alone

Only when the prospective trainer has delivered a full course single handed and to the satisfaction of the Head Trainer (or APMP Assessor) observing, will the APMP recognize that Trainer as approved.

Submission of Course Materials for Approval

The organization may wish to offer extended in depth training courses for individual, or groups, of APMP syllabus subjects, for either Foundation or Practitioner Level accreditation.

The content of these courses is unrestricted as long as the core syllabus subject and the competency area(s) is covered in adequate detail to provide candidates with either

- the knowledge required to pass the syllabus subject in the APMP-Foundation Level multiple-choice examination.

or

- specific knowledge and skills through training to those required at APMP Practitioner Level and as defined in the PPAQ Standards and Guidelines.

ATOs will be able to offer in depth courses on subjects against the Syllabus.

Foundation level

For courses developed to support the Foundation level Examination, the APMP requires the ATO to cross reference the current APMP Accreditation Program Syllabus and the course material submitted, to show compliance to the syllabus.

They are also required to provide:

- Description of training method to be used, e.g. workshops, discussions etc.
- Trainer Notes

Practitioner level

For courses developed to support the PPAQ Assessment, the APMP requires the ATO to cross reference the current PPAQ Standards and Guidelines and the course material submitted, to show compliance to the standards.

They are also required to provide:

- Description of training method to be used, e.g. workshops, discussions etc.
- Trainer Notes

The APMP is entitled to request further details and references from the organization, as needed, when considering approval.

Assuming all the required documentation is complete, the APMP will Endeavour to process the application for course and organization accreditation within one month. In the event of the need for an application requiring clarification and amendment, this may take considerably longer.

An accredited APMP Assessor will review the materials and confirm whether the organization has met the standards necessary to provide an approved course against the syllabus.

Approval of the Training Organization

If successful in completing all the earlier steps the APMP will ask the prospective ATO to sign the standard license agreement, a copy of which is included in this document.

The organization will then choose their License payment option and pay the remainder of the license fee to the APMP.

Audit of Trainers and Course Materials

Procedures

An organization will be audited by the APMP once in every three year period.

Schedule of Audit Visit

The course provider will be given at least 24 hours notice of the visit, by the APMP.

The purpose of the visit is to verify that the course follows the syllabus and that the standards of teaching, material, practical work and case study are at a level acceptable to the APMP.

The auditor should, therefore, be present for a course, ask to see all relevant course material (e.g. slides, handouts, student notes, case-study exercises). The material should be examined initially on a sample basis, but then more thoroughly if there are any grounds for concern.

If possible, the auditor should speak with delegates of the course during a break to gain their views on the course.

Audit Reports

Following the audit the auditor will deliver to the Course provider a consolidated report. Audit Forms will be used and completed and signed as a report on the visit.

The APMP expects organizations to monitor their trainers in a similar way and reserve the right at anytime to review audit reports held by the organization on the trainer.

The APMP can at anytime request the right to observe any trainer delivering any APMP licensed course for the purposes of audit.

Withdrawal of an Organization's Approval to Train

The APMP reserves the right to withdraw its Approval to Train if the organization fails to comply with the audit procedures.

The APMP reserves the right to withdraw Approval to Train if the organization is delivering courses below the required standard. In this instance the ATO would be provided with an audit report that detailed where and what was found to be below standard. The APMP would request that the organization take specific remedial action within one month.

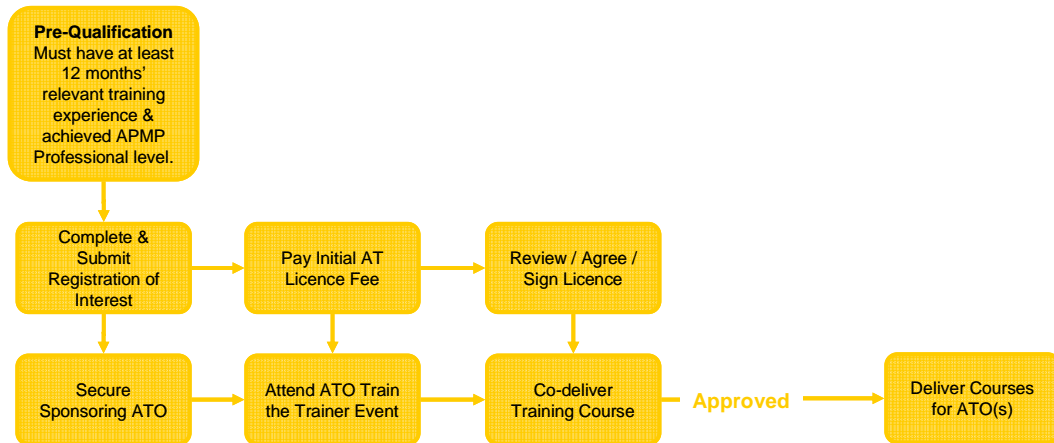
Approval to Train will be withdrawn in the event of an ATO failing to take satisfactory remedial action within one month of being notified by the APMP of an unsatisfactory standard of training.

Requirements for Reporting

Each month, the ATO will be required to provide reports to the APMP relating to the licensed courses. They will be required to provide:

- a copy of an invoice register for the previous month, on which each invoice issued by the ATO relating to the licensed courses during that month shall be recorded.
- copies of all Participant Registration and Course Feedback Forms for courses completed during that month.
- A report covering course attendee pass rates.
- its forecasted royalty payments for the immediately succeeding three months.

Becoming an Approved Trainer (AT)



Prospective AT Activities. All prospective ATs must go through a train the trainer program and be sponsored by an ATO, to help ensure high quality course delivery standards.

Eligibility

To be eligible for certification as an Approved Trainer a trainer must be sponsored by an existing ATO and will need to demonstrate:

- A minimum of 12 months experience in delivering training courses
- Have achieved a pass at the APMP-Professional level Accreditation
- Have successfully completed either the APMP, or an ATO, 'Train the Trainer' Program

Registering Interest

Individuals wishing to register their interest in becoming an AT should submit the following information to the APMP:

- Brief outline of their relevant training experience.
- The names of two relevant references.

The APMP will assess the Registration of Interest and confirm whether the individual has met the criteria to become an AT, usually within one month of receipt of the completed form.

Initial Approval & Initial Payment

Individuals who are successful in registering their interest in becoming an AT will, at this time, be asked to pay the initial license fee.

- On receipt of the license fee payment, the APMP will release APMP developed outline training materials to the individual. **The**

prospective AT does not have permission to develop materials based on this information.

The APMP developed outline training materials include a PowerPoint presentation which outlines a suggested level of detail to be covered against each of the syllabus topics, along with some trainer notes and a timetable. The materials are available on CD.

Exercise materials and/or a case study are not included with these materials.

Attending the APMP Train the Trainer Event

The prospective AT will be invited to attend either an APMP organized train the trainer event or a similar event run by an ATO.

At this event, the APMP or the ATO will outline, inter-alia:

- the standards required for course material development
- the standards required for training
- the materials of approval and audit process
- the required standards for running examinations

The content of these events will vary, dependent upon the experience in training of the prospective AT.

Approval of the Trainer

If successful in completing all the earlier steps the APMP will ask the prospective AT to sign the standard license agreement, a copy of which is included in this document.

Audit of Trainers

Procedures

An individual trainer will be audited by the APMP once in every three year period.

Schedule of Audit Visit

The trainer will be given at least 24 hours notice of the visit, by the APMP.

The purpose of the visit is to verify that the standards of teaching and practical work are at a level acceptable to the APMP.

If possible, the auditor should speak with delegates of the course during a break to gain their views on the course.

Audit Reports

Following the audit the auditor will deliver to the trainer a consolidated report. Audit Forms will be used and completed and signed as a report on the visit.

Withdrawal of an Individuals Approval to Train

The APMP reserves the right to withdraw Approval to Train if the Trainer is delivering courses below the required standard.

In this instance the Trainer would be provided with an Audit report that detailed where and what was found to be below standard. The APMP would request that the Trainer to take specific remedial action within one month.

At the end of the month, or at the next scheduled Training Course, the Trainer will be assessed with an APMP Assessor present to observe.

Approval to Train will be withdrawn in the event that the Trainer is still found to be below standard and the individual will not be able to apply to become an APMP Approved Trainer again for a period of 1 Year with that or any other organization for the purpose of delivering APMP approved Training Courses.

Approved Training Organization Fees

Payable to the APMP by the training organization at the time of application:

Registration of Interest Fee	\$3,500
Initial License Fee	\$7,000 (Payment options are available)
Assessment of New Courses based on APMP Materials	\$1,750 per course
Assessment of New Courses not based on APMP Materials	\$1,750 per course day
Initial Assessment of Trainers	\$800 per day
Audit of Training Courses	\$1,400 per course
Audit of Trainers	\$800 per day
License Fee per Foundation level Training Course Participant	\$100 Per participant
License Fee per Practitioner level Training Course Participant	\$50 Per participant

Discounts Against APMP Foundation Level Examination Fees

In recognition of the investment made by an ATO, APMP will provide that ATO with a discount of 30% against the published price for APMP Foundation level Examination Fee. The amount of the discount is independent of the volume of Examination fees purchased by the ATO.

Approved Trainer Fees

Payable to the APMP by the training organization at the time of application:

Registration of Interest Fee	\$350
Initial License Fee	\$525 (Payment options are available)
Attendance at APMP-run Train the Trainer Session	\$1,750 per participant

Approved Training Organizations License Agreement

THIS AGREEMENT effective from the date of signature of this Agreement,
BETWEEN APMP, Inc. ("APMP") whose place of business is situated at

AND Approved Training Organisation ("ATO"), whose place of business is situated at ATO Address.

This is a contract for services in respect of specialist professional services and not a contract of service or employment.

BACKGROUND STATEMENT

APMP owns or has the exclusive rights to use and sublicense the proprietary training referred to as the APMP Foundation Level Training and APMP Practitioner Level Training. ATO is in the business of rendering training and wishes to include APMP's training as the sole products and services of their kind offered by ATO. APMP desires to enable ATO to render the training and the materials related thereto to end users in accordance with, and subject to, the terms and conditions set forth in this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual provisions, covenants and agreements herein contained, the parties hereto agree as follows:

1. DEFINITIONS

1.1 Defined Terms. For purposes of this Agreement, the following terms shall have the meanings set forth below:

“Head Trainer”	means, with respect to any Programs, a Person certified by APMP as the Head Trainer with respect to such Programs.
“Certified Consultant”	means, with respect to any Programs, a Person certified by APMP as a Consultant with respect to such Programs.
“Certified Instructor”	means, with respect to any Programs, a Person certified by APMP as an Instructor with respect to such Programs.
“Personnel”	means the Head Trainer, Certified Consultants and Certified Instructors whose names shall be recorded in Appendix 1.
“Confidential Materials”	means that portion of the Materials that is not in the public domain nor otherwise freely available to ATO, without restriction on use, from Persons other than APMP.
“Materials”	means all books, training materials, charts, audiotapes, video materials, software, electronic media and other documentation that are related to the Programs and provided by APMP to ATO.
“Person”	means an individual, partnership, corporation, limited company or other entity.
“Programs”	means the training programs set forth on Appendix 2 for which the ATO has been approved by APMP.

“Promotional Materials”	means that portion of the Materials that have been approved by APMP for promotional use and distribution to Persons.
“Trademarks”	means the trademarks, service marks and logos of the APMP.
“Work Product”	means all documentation, software, creative works, know-how and information created, in whole or in part, by ATO based upon the Materials during the term of this Agreement, whether or not copyrightable or otherwise protectable, including without limitation materials “customized” by ATO for clients.

2. NON-EXCLUSIVE LICENSE; LICENSE AGREEMENTS

- 2.1 Subject to the terms and conditions of this Agreement, APMP hereby grants to ATO a non-exclusive license during the term of this Agreement to (a) distribute licenses to the Materials and the Programs, (b) provide training for the use in the Programs, and (c) use the Trademarks.
- 2.2 APMP retains all right, title and interest in the Programs, Materials, Trademarks and related intellectual property rights and ATO has only the rights therein specifically licensed to ATO in this Agreement. ATO acknowledges and agrees that it has no right or interest in any goodwill in the Trademarks that is created through ATO’s activities under this Agreement, and that all such goodwill shall accrue to the benefit of APMP.
- 2.3 The license granted herein is subject to the following limitations:
- 2.3.1 ATO shall use the Trademarks only (i) with the prior approval of APMP, and (ii) in strict compliance with the specifications of APMP as set forth in Appendix 5 and in a manner that is consistent with goodwill and reputation of APMP.
- 2.3.2 ATO shall only provide the training in the use of any Program and the Materials related thereto through Certified Instructors with respect to such Program (i) that are employees of ATO, or (ii) whose use for such training was approved by APMP. In addition, ATO will not provide the delivery of any training services related to the Programs or the Materials on behalf of any other APMP ATO without the written consent of APMP.
- 2.3.3 ATO shall only develop customized materials for clients in any Program through Certified Instructors or Certified Consultants with respect to such Program (i) that are employees of ATO, or (ii) whose use for such development was approved by APMP.
- 2.3.4 ATO will not, and will not permit any Person acting on its behalf to, change, modify or remove from the Materials (including any customized materials incorporating the Materials developed by ATO or its agents) the copyright notice specified by APMP for use on the Materials. No other proprietary rights notice shall be used by ATO without APMP’s written consent.
- 2.3.5 ATO will not use any materials or other documentation other than the Materials in connection with the distribution of licenses to, and training of, any Materials or Programs.
- 2.3.6 All Materials delivered to clients and seminar participants shall have been produced by APMP or ATO.
- 2.3.7 ATO shall not use, reproduce, copy or incorporate any of the Materials (including any of the customized materials incorporating the Materials developed by ATO or its agents) into (i) any other training program or (ii) any type of electronic or distance learning or any other computer software program including operating systems,

application programs, applets, scripts, software tools, firmware and imbedded software, including both object code and source code versions thereof and including on its web site; provided; however, that ATO may incorporate into its web site (for on-screen display only and not for downloading, uploading or transfer of any kind) information templates regarding the Programs and Materials prepared by APMP and other portions of the Materials approved in writing by APMP.

- 2.3.8 ATO will not tape or permit the taping of any training program or other engagement with respect to the Materials and Programs without the prior written permission of APMP.
- 2.4 In the event that ATO has the prospect of selling to a client who desires to license the Materials and deliver the training thereto via its own Certified Instructors, ATO will promptly notify APMP, and APMP will then work with ATO regarding proper licensing and instructor certification.

3 LICENSE FEES; REPORTING

- 3.1 With respect to each license distributed hereunder, ATO shall pay APMP a license fee as described in Appendix 3. All payments shall be due in accordance with Section 3.4.
- 3.2 If ATO is solely responsible for providing the delivery component of any Program (if applicable), ATO has the right, at its absolute discretion, to establish the fees that it will charge for training and related delivery services, and to increase, discount, defer and modify such fees.
- 3.3 On or before the fifteenth day after the end of each month, ATO shall deliver to APMP a package consisting of the following information (but only to the extent such information relates to the Programs, Materials or Trademarks):
 - 3.3.1 a copy of invoice register for such month on which each invoice issued by ATO during such month for APMP Programs shall be recorded.
 - 3.3.2 copies of all Participant Registration and Course Feedback Forms for classes completed during such month
 - 3.3.3 its forecasted revenues for the immediately succeeding three months, prepared in good faith upon reasonable assumptions.
- 3.4 Based upon the information included in the packages delivered pursuant to Section 3.3, APMP will compute the fees due and issue an invoice to ATO dated the last day of the applicable month. Amounts due under such invoice are due and payable 30 days from the date of invoice.
- 3.5 At any time during the term of this Agreement and for a period of three years thereafter, APMP (or one of its designated representatives) shall be entitled to audit or conduct any reasonable review of ATO's books and records to ensure compliance with this Agreement. Such audits will be conducted upon reasonable notice and shall occur during normal business hours. The cost of any such audit shall be borne by APMP unless the results of such audit reveals that the ATO has materially violated its obligations under this Agreement, in which case ATO shall pay the cost of the audit.

4. NO CONTRACT OF EMPLOYMENT

- 4.1 ATO or its personnel are not entitled to sick pay or holiday pay and any other related benefit of APMP which are provided to permanent or temporary employees of either organization.
- 4.2 APMP is not obliged to offer ongoing work under this Agreement and likewise ATO is not obliged to take such work if offered.

5. CONDUCT

- 5.1 ATO shall ensure that the Personnel sign a copy of and comply with the provisions described within the APMP Code of Professional Conduct, which is incorporated into this Agreement at Appendix 4.

6. STANDARDS

- 6.1 The training in the use of any Program and the Materials will be performed to APMP standards, unless APMP specifies the use of other standards.
- 6.2 ATO shall ensure that the Personnel exercise all reasonable skill and care in delivering the training in the use of any Program and the Materials and that the Service is completed in a timely and cost effective manner.
- 6.3 ATO is expected to correct defective work in its own time and at its own expense.

7. CONFIDENTIALITY

- 7.1 Each party (hereinafter called the "Receiving Party") undertakes to keep and maintain all Confidential Information received from the other party, (hereinafter called the "Disclosing Party") in the strictest confidence, and not to disclose such information to any third party without the prior written consent of the other.
- 7.2 Each party shall ensure that its employees and sub-contractors:-
- 7.2.1 Shall only be given access to any Confidential Information received from the other party on a "need to know" basis for the purposes of this Agreement;
 - 7.2.2 Shall have been made aware of the requirements of confidentiality set out in this Agreement;
 - 7.2.3 Shall not cause or permit the Confidential Information to be disclosed to any third party.

Either party may require the other party to verify compliance with this provision.

- 7.3 Without prejudice to the other rights of the disclosing party, in the event of an unauthorized disclosure or use of Confidential Information occurring through a disclosure made to the receiving party, the receiving party shall use all reasonable endeavors to assist the disclosing party in recovering and preventing the use, dissemination, sale or other disposal of such Confidential Information.
- 7.4 The provisions of this Clause shall not prevent either party from disclosing any information where it can demonstrate and document that such information:-
- 7.4.1 was in its possession (with full right to disclose) prior to receiving it from the other party;
or
 - 7.4.2 is or subsequently comes into the public domain other than by breach of its obligations hereunder; or
 - 7.4.3 is independently developed or received by it from a third party.
- 7.5 The provisions of this clause shall apply during the course of this Agreement and for a period of two years thereafter.
- 7.6 All documentation, software and other material made available to ATO or the Personnel by APMP or a third party in connection with the Service shall be returned upon the request of APMP and shall not be copied, published or used for any purpose other than performance of the Service.

8. NON-SOLICITATION

- 8.1 Each party agrees that during a period from the date of commencement of this Agreement until twelve months after the completion or termination of this Agreement, whichever is the later, it shall not directly or indirectly solicit or offer employment or engagement or entice away on behalf of itself or any other person or organization, any of the other party's staff who have been associated with the training in the use of any Program and the Materials, without the other party's prior agreement in writing.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The copyright and all other intellectual and proprietary rights whatsoever in any computer programs, documentation and other material provided to ATO by APMP shall remain vested in APMP and ATO shall do all things reasonably necessary at APMP's request and expense to perfect such vesting, both during and after the continuance of this Agreement.
- 9.2 APMP hereby grants ATO the non-exclusive right to prepare, reproduce and use any derivative works, including but not limited to modifications, changes, abridgments, additions, updates and other revisions of the Programs ("Derivative Works"), subject to the terms and conditions of this Agreement.
- 9.3 The right to prepare, reproduce and distribute Derivative Works, including names and marks therefore, shall be subject to the advance written approval of APMP with respect to each such Derivative Work, which approval shall not be unreasonably withheld. ATO shall provide to APMP copies of all Derivative Works for comment and review. In the event of objections from APMP regarding any Derivative Work, ATO shall cease using that Derivative Work unless ATO can revise it to APMP's reasonable satisfaction.
- 9.4 ATO shall not make any Derivative Works or any other use of any other APMP products, materials, intellectual property or programs not licensed hereunder, without the advance written approval of APMP. ATO shall obtain written permission for ATO and APMP to use third party materials in any Derivative Work and shall provide APMP with a copy of such permission at the time that ATO submits such Derivative Work to APMP for its approval.
- 9.5 ATO may develop entirely new works, materials programs and services that are not Derivative Works ("New Works") as defined herein. To the extent that said New Works are used in connection with or provided under any of the Trademarks (including "APMP"), such New Works must be reviewed and approved by APMP prior to use or distribution of the New Works by ATO.
- 9.6 Works which the parties agree are New Works shall belong to ATO, but shall be subject to the provisions of this Agreement.

10. NON-INFRINGEMENT

- 10.1 ATO warrants that any design, documentation, software, or any other material or information furnished or used by it or the Personnel in performance of the training in the use of any Program and the Materials will not be such as to infringe any intellectual property rights or any other right whatsoever of any third party and ATO shall fully indemnify APMP in respect of any claims relating thereto.

11. DURATION & TERMINATION

- 11.1 This Agreement shall commence on the date hereof and shall continue until the fifth anniversary hereof unless terminated earlier hereunder. Upon expiration of the initial term hereof (and any renewal term), this Agreement shall automatically renew for a period of two years unless either

party has given notice of an intent not to renew at least 30 days prior to the expiration of such initial term (or renewal term).

- 11.2 APMP may terminate this Agreement (without liability arising therefrom) either in whole or in relation to any particular Personnel by giving written notice to that effect to ATO at any time. The period of notice shall be one month during the first year and three months thereafter.
- 11.3 If either party is in material breach of any provisions hereof, the injured party may give written notice thereof, and if after an interval of seven days the breach remains unrectified terminate this Agreement forthwith on written notice.
- 11.4 In the event that the Personnel in the sole opinion of APMP fails to deliver the training in the use of any Program and the Materials or fails to make progress so as to endanger APMP's performance of its obligations APMP may terminate this Agreement with immediate effect (without liability arising therefrom) either in whole or in relation to any particular Personnel by giving written notice to that effect to ATO at any time.
- 11.5 Termination will be without prejudice to any other rights or remedies of the injured party and without liability for any loss or damage thereby suffered by the party in breach.

12. RELATIONSHIP

- 12.1 ATO is engaged as an independent contractor and not as an employee or agent of APMP. ATO has no authority to and will not make any representations or incur any liability or cost or enter into any contracts or other arrangements involving APMP in financial or other commitments without APMP's express prior approval in writing.

13. VARIATION OF SERVICE

- 13.1 Any variation to this Agreement must be in writing and signed by ATO and a duly authorized representative of APMP.

14. FORCE MAJEURE

- 14.1 Neither party shall be liable for any delay or failure to meet its obligations (other than a payment obligation) under this Agreement due to any cause outside its reasonable control including (without limitation), inclement weather, default or failure of sub-contractor or supplier, Acts of God, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, refusal of license, power failure, fire, or the lack of availability of materials. If performance of the Service is substantially prevented for a continuous period of two months by virtue of any of the aforesaid events then either party may terminate this Agreement by written notice to the other.

15. WHOLE AGREEMENT

- 15.1 ATO and APMP agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. ATO acknowledges that no reliance is placed on any representation made but not embodied in the Agreement. This Agreement may only be modified by written agreement duly signed by persons authorized on behalf of ATO and APMP.

16. SEVERABILITY

- 16.1 If any party, term or provision of this Agreement not being of a fundamental nature should be held illegal or unenforceable the validity or enforceability of the remainder of this Agreement shall not be affected.

17. WAIVER

17.1 No failure to exercise and no delay in exercising on the part of either party of any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege nor shall the waiver of any breach of any provision herein be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself. Any waiver to be effective must be in writing.

18. DATA PROTECTION

18.1 The parties shall ensure that they shall at all times comply with the provisions and obligations imposed by the Data Protection Act 1984 and the Data Protection Principles together with any subsequent re-enactment or amendment thereof in storing and processing personal data, and all personal data acquired by either party from the other shall be returned to the disclosing party on request. Both parties shall indemnify each other in respect of any unauthorized disclosure of personal data. The parties hereby acknowledge that performance of a duty imposed by the Act shall not constitute a breach of any obligation in respect of confidentiality which may be owed to the other party.

19. ASSIGNMENT

19.1 This Agreement may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld.

20. GOVERNING LAW

20.1 This Agreement shall be construed in accordance with and governed by the Law of England and each party agrees to submit to the exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF duly authorized executives on behalf of the parties have set their hand on the day and year first above written.

SIGNED BY.....

SIGNED BY.....

on behalf of APMP

on behalf of ATO

NAME:

NAME:

TITLE:

TITLE:

Appendix 1 - The Personnel

Head Trainer

Certified Consultants

Certified Instructors

Appendix 2 – The Programs

APMP Foundation Level Training

APMP Practitioner Level Training

Appendix 3 - The Fee Structure

For all licenses distributed hereunder and all engagements related to the Programs, ATO shall pay to APMP a license fee of:

£55 for participant on an APMP Foundation Level Training Course

£25 for participant on an APMP Practitioner Level Training Course

Appendix 4 - Code of Professional Conduct

1. Purpose

- 1.1 This Code of Professional Conduct is a set of expectations and practices for those operating through an agreement with APMP as an Approved Training Organization or Approved Trainer. Its purpose is to establish appropriate standards for professional conduct. It states the behavioral standards to which we hold ourselves responsible and the procedures for addressing any violations to these standards. It serves to help further distinguish the APMP's Approved Training Organizations and Approved Trainers from their competition in the marketplace. It establishes expectations regarding the quality of professionalism that can be expected from APMP's Approved Training Organizations and Approved Trainers.

2. Principles

- 2.1 The foundation of the Code of Professional Conduct is guided by the following principles:
- 2.1.1. **Professionalism**
Exercise due care to understand and adhere to professional obligations and agreements. Treat clients, colleagues, competitors and others in a respectful and honest manner to preserve the reputation of APMP and the community of users and deliverers of APMP's services.
 - 2.1.2. **Objectivity**
Exercise due care to avoid conflicts of interest or the appearance of conflicts of interest and to avoid misrepresentation of your opinions as positions of APMP or others. Disclose conflicts to those affected and take due care to manage conflicts to preserve the objectivity of your work.
 - 2.1.3. **Confidentiality**
Respect the confidentiality of information acquired in the performance of professional services, including but not limited to, client data, information, communications and identity in order to preserve your reputation and your client relationships.
 - 2.1.4. **Adherence to Methods and Materials**
Exercise due care to use APMP methods as they are described in documents or taught in training courses and to act in a manner consistent with the intent of these methods and materials to preserve the validity and consistency of APMP services.
 - 2.1.5. **Data Integrity**
Exercise due care to report results from the delivery of services completely, objectively and accurately to all affected stakeholders to preserve the validity of data, your work and the collective reputation of the business development community.
 - 2.1.6. **Respect for Intellectual Property**
Respect the ownership of intellectual property and stay informed of, and comply with, applicable laws to preserve the integrity of your work and that of APMP products.

3. Practices for APMP Approved Training Organizations and Approved Trainers

- 3.1. **Professionalism**
- 3.1.1. Treat others with respect, including clients, colleagues, teams, instructors, consultants, students and others as appropriate and take into account the other party's culture.

- 3.1.2. Exercise due care in fulfilling commitments to others and give proper notice when a commitment cannot be met. If a commitment cannot be met, determine whether an alternative arrangement is possible.
 - 3.1.3. Assure that the Personnel tell the truth about what specific APMP services you can and cannot offer and about the credentials and qualifications of your organization to perform APMP services.
 - 3.1.4. Exercise due care to deliver APMP services according to the agreements with your clients and APMP and assure that those who deliver services for you are fully qualified and authorized to deliver the services offered.
 - 3.1.5. Avoid misrepresenting your organization such as through violations of contractual agreements or falsifying financial reports or fees.
- 3.2. Objectivity
- 3.2.1. If conflicts of interest are unavoidable, disclose the conflicts to other stakeholders including people within your own organization, APMP and the client. Take action to minimize the impact or to eliminate the conflict.
 - 3.2.2. Assure that clients understand whom you represent (your organization, APMP, or a third party) in professional activities.
 - 3.3.3. Assure that the Personnel do not actively solicit business from the client for themselves or for your organization.
 - 3.3.4. Assure that gifts, amenities, gratuities, and other perks are exchanged within the bounds of your client's national or organizational cultures and that they do not influence your organization's objectivity or create the appearance of a lack of objectivity.
- 3.3. Confidentiality
- 3.3.1. Protect the identity of the client unless you have explicit permission to disclose it.
 - 3.3.2. Distinguish between disclosable information from confidential or privileged information. Assure that confidential or privileged information remains so even after an engagement has ended.
 - 3.3.3. Do not copy materials, tools and other artifacts received from a client or another organization without explicit permission to do so, even if all client references are removed.
- 3.4. Adherence to Methods and Materials
- 3.4.1. Exercise due care that the Personnel are prepared and perform in a manner consistent with APMP methods and materials.
 - 3.4.2. Follow appropriate guidelines when tailoring methods, materials and course offerings. If you have questions, contact APMP to obtain permission.
- 3.5. Data Integrity
- 3.5.1. Report results from courses, projects and other endeavors related to APMP objectively, completely, clearly and accurately.
 - 3.5.2. Exercise due care to assure that the conduct of your work is free from guarantees and incentives to produce a particular result.
 - 3.5.3. Exercise due care to assure the accuracy and authenticity of information gathered from others.

- 3.6. Respect for Intellectual Property
 - 3.6.1. Assure that you have the right to use APMP intellectual property.
 - 3.6.2. Respect copyrights, trademarks, and service marks. Give appropriate credit to materials and sources.
 - 3.6.3. Obtain written permission from APMP for distributing or changing APMP materials

4. Implementation of the Code of Conduct

- 4.1 To support professional performance in applying the behavioral standards of this Code of Conduct, APMP will provide orientation materials to guide its use. It is important that those who are accountable to these standards gain an understanding of the principles and practices of the Code of Conduct and have the capability to take the steps necessary for the resolution of Code violations.
- 4.2 Whether intentional or not, actions inconsistent with this Code of Conduct can cause injury or damage to the integrity, reputation, or relationships that this Code seeks to protect. Situations related to potential Code violations must be reported, investigated and resolved.

5. Potential Violations

- 5.1 Follow these steps to prevent problems with implementation and adherence to this Code of Conduct.
 - 5.1.1. Initial Response to a Potential Violation
 - Use the following process to prevent problems with implementation of and adherence to the Code of Conduct.
 - 5.1.1.1. Preventative Clarification
 - When considering taking an action that might be construed as a conflict of interest or a potential Code of Conduct violation, contact the Managing Director of APMP for clarification.
 - 5.1.1.2. Conflict of Interest Disclosure
 - When a situation involving a conflict of interest is inherent or cannot be avoided, disclose it to the affected parties, including the client and APMP.
 - 5.1.1.3. Benefit of the Doubt
 - When observing colleagues making choices inconsistent with these standards, the first response is to give them the benefit of the doubt. Assume that you do not understand all of the circumstances involved or that certain choices might have been made without the full awareness of the consequences of their behavior. You may choose to privately request clarification or to offer to help in a manner consistent with this Code of Conduct. If clarification or help is not effective to resolve the issue, or if you feel corrective action is required, then follow the steps in the next section.

6. Investigation and Resolution of Potential Violations

- 6.1. This process is used to investigate potential Code violations.
 - 6.1.1. Investigation and Resolution of a Potential Violation
 - Use the following process to investigate and resolve a potential violation of the Code of Conduct.

- 6.1.1.1. **Submission of a Report**
When corrective action is required to resolve situations involving potential violations of the Code of Conduct, report the incident to APMP.
- 6.1.1.2. **Investigation of the Report**
APMP will investigate each reported incident. During the investigation, due diligence will be taken to protect and respect the rights and privacy of those involved in the incident. False accusations and unsubstantiated claims will be handled through investigation.
- 6.1.1.3. **Corrective Action**
Based on the findings of the investigation, APMP will determine appropriate actions, which may include but are not limited to, remediation, suspension or termination of an authorization or certification or suspension or termination of an agreement.
- 6.1.1.4. **Retaliation**
To protect those who, in good faith, report potential violations of this Code of Conduct, any retaliatory action against anyone who reports a potential Code violation will be investigated as a potential violation of the Code. Any use of this Code of Conduct as a threat against another individual or a consultant will be investigated as a potential violation of the Code of Conduct.

7. Statement of Commitment

My signature below indicates my commitment to this Code of Conduct.

Agreed by

Signature and Date

Position

Telephone Number

E-mail Address

Appendix 5 - APMP Approved Training Organization Logo

APMP must review and approve all logo usage before production or publication in any internal and/or external communications – whether print or digital.

The following logo may be used by an ATO.

