

ADDENDUM TO BOMA LOCAL AGREEMENT

This Addendum dated this _____ day of _____, 2011, shall be incorporated into, and made part of the BOMA Local Agreement (“Agreement”) entered into by and between the Building Owners and Managers International Incorporated, incorporated under the Nonprofit Corporation Act in the Commonwealth of Pennsylvania (“BOMI”) and _____ (“Local”) (collectively the “Parties”).

RECITALS:

WHEREAS, BOMI Course Materials, Exam Materials and Trademarks are very valuable assets to BOMI and the protection of the intellectual property rights in and to the Course Materials, Exam Materials and Trademarks is of paramount importance to BOMI; and

WHEREAS, any Local or course instructor modifications to, or derivative works based upon BOMI Course Materials and Exam Materials should belong to BOMI;

WHEREAS, Local engages independent contractors as course instructors to provide BOMI courses; and

WHEREAS, BOMI desires to protect its intellectual property by preventing the use of its Course Materials, Exam Materials and Trademarks by course instructors for personal or outside ventures outside of promoting and conducting courses for Local:

NOW THEREFORE, in consideration of the covenants set forth herein and for other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the amendment of the Agreement as follows:

1. Paragraph 5 is amended by placing the following language after the last sentence of the paragraph:

Local shall not modify or create a derivative work of the Course Materials or Exam Materials without the prior written permission of BOMI. Should BOMI permit Local to modify or create a derivative work of the Course Materials or Exam Materials, Local agrees that the copyrights in and to all such modifications or derivative works shall be the sole property of BOMI.

2. The following shall be inserted and made a part of the Agreement:

Instructor Agreement. Course Materials, Exam Materials and BOMI marks may be used by Instructors for the sole purpose of promoting, marketing and providing of BOMI courses for the Local only. Local may not permit, and Instructors shall not be permitted to use the Course Materials, Exam Materials and BOMI marks (or derivatives thereof) for their own outside and personal ventures. Local shall require each of its Instructors of BOMI courses to execute the Instructor Agreement, which is attached hereto as Exhibit A and incorporated by reference. By

agreeing to this provision and providing that the Local has followed the terms of the BOMA Local Agreement, the Addendum to the BOMA Local Agreement, and the Operations Manual, except as obligated in those documents/agreements, the Local is not agreeing to be liable for any Instructors' acts, omissions, or violations of the Instructor Agreement.

In addition, to the foregoing amendment, the following new provision is agreed to by the parties and incorporated in the Agreement:

Performance Warranty: In addition to all other obligations and commitments identified herein for the successful performance of this Agreement by Local, Local warrants that it shall be operationally familiar with, as well as comply with and enforce, the BOMI International Operations Manual, which is accessible at all times at www.bomi.org. Local hereby acknowledges reading and agreeing to the Operations Manual, which is incorporated herein by reference. The parties agree that it is solely within BOMI's right, and Local acknowledges it is reasonable for BOMI to do so, to amend, modify, update or change the Operations Manual. Per the BOMA Local Agreement (Section 1(a)) BOMI International will provide at least 90 days written notice to the Local of any material changes to the Operations Manual. Local agrees to also adhere to and impose any such modifications as made by BOMI. Notwithstanding all other provisions herein related to termination and the rights of BOMI, Local's failure to strictly adhere to the foregoing shall constitute a material breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum to the BOMA Local Agreement on the above Effective Date.

BOMI INTERNATIONAL, INCORPORATED

By: _____

Name: Jeffrey A. Horn
Title: President and CEO

BOMA _____

By: _____

Name:
Title:

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").

Optional

LICENSEE will teach on behalf of their Corporation: <Insert Name of Corporation> (hereinafter referred to as "CORPORATION") with its principal place of business at <Insert Business Address>. It is understood that while this Agreement is by and between LICENSEE and LICENSOR, CORPORATION will receive LICENSEE's compensation for teaching assignments listed on Attachment B.

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 to provide citations for all referenced BOMI materials. 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 Code of Ethics and Performance Standards (located in the BOMI Operations Manual and incorporated herein by reference). In addition, LICENSEE agrees to read and be operationally familiar with, and comply with, the BOMI Operations Manual, which is accessible at all times by LICENSEE at www.bomi.org. LICENSEE hereby acknowledges reading and agreeing to the BOMI 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 Operations Manual and/or the BOMI 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, as well as for 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.

BOMI and LICENSOR agree to indemnify and hold LICENSEE 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 LICENSEE on account of actions resulting from the negligence or willful wanton acts of BOMI and/or LICENSOR and not contributed to or resulting from LICENSEE's negligence or willful wanton acts. 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>

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

12. Governing Law. This Agreement shall be governed in all respects, except as to conflicts of laws, by the laws of the State of _____ in the United States of America. All disputes shall be resolved in the appropriate federal or state court in the State of _____, 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: _____

Date: _____

(Insert name of LICENSEE)

By: _____

Date: _____

Optional:

(Insert name of CORPORATION)

By: _____

Date: _____

Name:

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



RPA®
REAL PROPERTY ADMINISTRATOR



SMA®
SYSTEMS MAINTENANCE ADMINISTRATOR



SMT®
SYSTEMS MAINTENANCE TECHNICIAN



Independent Institute for Property
and Facility Management Education

ATTACHMENT B
TO INSTRUCTOR AGREEMENT

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

SAMPLE INSTRUCTOR EVALUATION CRITERIA AND REPORT

The classroom evaluation report included below contains the evaluation score and pass/fail ratio for your recent class as well as cumulative data for the last five (5) classes taught by the instructor. Please contact BOMI International if you have any questions regarding this report.

Class Start Date: 05/10/10

Class End Date: 05/13/10

Class Sponsor: BOMI International

Budgeting & Accounting (US)

Instructor:

For course as of 10/13/10

Cumulative for the instructors last 5 classes

Evaluation Score: 4.7

Average Evaluation Score: 4.2

Pass/Fail Ratio: 83.3%

Average Pass/Fail Ratio: 86.4%

Total Students: 8

Total Students: 37

Passed: 5

Total Passed: 32

Failed: 1

Total Failed: 5

2 students have not tested

The Course Instruction:

1. The instructor was an excellent facilitator and guided me through the course content.

Label	Value	Frequency	Percent
Strongly Disagree	1	0	0.0
Disagree	2	0	0.0
Neutral	3	0	0.0
Agree	4	2	33.3
Strongly Agree	5	4	66.7
Total		6	

2. The instructor was obviously interested in my success in this course.

3. The pace of the instruction was realistic and assisted me in learning the material.

4. I was taught by an instructor who was clearly well prepared.

5. I felt as though my participation and opinions were valued.

6. My questions were answered in a timely and efficient manner.

7. The instructor stayed focused, and my time was never wasted.

8. The instructor is someone I will strongly recommend to others.

Comments

1. The instructor took time to explain topics and added real life examples.