

Agreement for the usage of the IPMA Education & Training Registration System (IPMA REG)

This **Agreement** (hereinafter called the Agreement) for the **usage of the IPMA Education & Training Registration System** (hereinafter IPMA REG) in the geographical area

Hungary

is established and signed between the following parties (hereinafter called the Parties):

International Project Management Association (hereinafter called the IPMA)

Legal address:

c/o Maurer & Stäger AG,
Fraumünsterstrasse 17, Postfach 318,
CH-8024 Zurich, Switzerland

Operational address:

IPMA secretariat, P.O. Box 7905,
NL- 008 AC Amsterdam, The Netherland

Member Association (hereinafter called the MA)

FOVOSZ/IPMA.HU/



Legal address:

1106 Budapest, Jaszberenyi ut 24-36., Hungary

Operational address (secretariat):

1. Preliminary Remarks

This Agreement shall be the only Agreement among the Parties regarding the IPMA Education & Training Registration System. It shall replace all earlier agreements between the Parties about the registration of Training Courses, Education Programmes and Extensive Programmes.

There shall be two (2) originals, one for each party signing the Agreement. This Agreement and every change of it shall be in writing.

2. Key terms

Assessors workshop of webinars are courses organized by the IPMA to prepare assessors for IPMA REG assessment process.

Contact hours represent number of hours of direct physical or digital attendance at the course/programme (e.g. webinar, online conference...).

CPDs are the hours of continuous professional development prescribed by the ICR4.

Education Course is a course offered by an education institution with the aim to develop competencies in project, programme and/or portfolio management and lasts up to 60 contact hours (min. 2hrs/competence).

Education institution is an organization from the formal education system established and licensed/accredited in accordance with the local law on education. Education institutions include, but are not limited to universities, polytechnics, academies, conservatories, colleges and high schools.

Education Programme is a set of education courses offered by an education institution with the aim to develop competencies in project, programme and/or portfolio management and lasts more than 60 contact hours.

Geographical area of the MA is the area in which MA accepted by the IPMA operates.

ICB4 is the IPMA Individual Competence Baseline – version 4, globally accepted and valid since September 2015, and operating in accordance to **ICR4** (IPMA International Certification Regulations).

IPMA Product or Service related courses are special types of training courses like IPMA exam preparation course or courses for assessors in different fields of IPMA.

IPMA REG is an accreditation system for education/training courses and programmes.

Registered partner is a training provider or an education institution which holds an IPMA Registration stamp for one or more courses/programmes.

Registration director (REG director) is a person appointed by the MA responsible for implementing, maintaining and enhancing IPMA Education & Training Registration System in the geographical area of the MA.

Training Course is composed of a series of training sessions with the aim to develop competencies in project, programme and/or portfolio management and lasts up to 60 contact hours (min. 2hrs/competence).

Training Programme is composed of a set of training sessions with the aim to develop competencies in project, programme and/or portfolio management and lasts more than 60 contact hours.

Training provider is a legal or physical person that provides professional training services in accordance with the local law (based on the registered headquarters or the country of permanent residence).

3. Purpose of the Agreement

The purpose of this Agreement is

- a) to implement, manage and continuously develop IPMA Education & Training Registration System;
- b) to ensure the compliance with the *IPMA Education & Training Registration System Regulations, IPMA*

Bylaws and IPMA Code of Ethics and Professional Conduct.

MA appoints a REG director who acts as a representative of the MA to establish and maintain an active IPMA Education & Training Registration System in the geographical area of the MA.

4. Agreement documents

By signing the Agreement, MA accepts to comply with the current version of the *IPMA Education & Training Registration System Regulations, IPMA Bylaws, IPMA Code of Ethics and Professional Conduct* and all further changes and amendments.

Changes and amendments will not necessarily influence any already signed contracts between the MA and Registered organizations for the period of one year.

5. Roles and obligations of IPMA

IPMA owns and promotes the IPMA Education & Training Registration System as an integral part of its global operations.

Under this Agreement IPMA:

1. manages, maintains and develops IPMA Education & Training Registration System;
2. authorises the MA to perform the registration of Courses and Programmes using the IPMA Education & Training Registration System;
3. provides the MA with a copy in digital format of the current *IPMA Education & Training Registration System Regulations, IPMA Bylaws and IPMA Code of Ethics and Professional Conduct* and additional documents in English;
4. authorises the MA to grant training providers/education institutions the right to use the standard IPMA REG logotypes and reference on their materials associated with registered courses and programme according to the *IPMA Education & Training Registration System Regulations*;
5. maintains a record of all current registrations of the MA and make it accessible to the public;
6. organises at least one Workshop per year which provides training in using the system for REG directors appointed by the MAs, exchange of experiences, sharing ideas for improvement and further development with other MAs operating the system, as well as Workshops/Webinars for IPMA REG Assessors
7. notifies MA of any proposed new rates to be paid by the MA to IPMA at least three (3) calendar months before the date of implementation;
8. may arrange and schedule reviews of the way MA is applying and operating the IPMA Education and Training Registration System with the purpose to both validate the MA's registration operations and documents against the *IPMA Education & Training Registration System Regulations* and to support the MA's registration performance;
9. may conduct unannounced visits to the Registered course/programme to determine the alignment with the syllabus provided;
10. have the right to call for an immediate review where the MA or registered training or education provider is perceived not to be performing adequately;
11. have the right to validate the registration system of an MA over a period of three (3) years back from the time of validation
12. issues Certificates of Attendance for course/programme participants and assign the appropriate number of CPDs.

6. Roles and obligations of the MA

MA implements, manages and continuously develops IPMA Education & Training Registration System in its geographical area and ensures that it is viable and recognized.

IPMA REG activities are a part of the MA. MA must establish and enforce written regulations about their roles and responsibilities (REG director and REG assessors) for the IPMA Education & Training Registration System based on this Agreement.

If by any reason the MA ceases its IPMA membership, this agreement is terminated, and the MA is no longer entitled to use the IPMA REG system. Registered Partners are eligible to stay in the IPMA REG system until the end of their term.

Under this Agreement MA:

1. develops and issues their guidelines for the registration based on the *IPMA Education & Training Registration System Regulations, IPMA Bylaws and IPMA Code of Ethics and Professional Conduct*;
2. registers education/training courses/programmes
3. ensures that the registered partners operate and are using the IPMA REG logotypes according to the *IPMA Education & Training Registration System Regulations*;
4. makes available *IPMA Education & Training Registration System Regulations, IPMA Bylaws and IPMA Code of Ethics and Professional Conduct*, as well as other registration information received from IPMA to the REG assessors of the MA;
5. recognizes the registration holders from all MAs that are acknowledged by the IPMA as Registered partners;
6. pays to IPMA registration fees according to the rates annually stated by the IPMA Executive Board
7. contributes to the maintenance and development of the IPMA Education & Training Registration System;
8. nominates one person as the REG director and at least two (2) people to become IPMA REG assessors;
9. does not conduct registration activities in any other geographical area where a MA exists and runs IPMA REG system, unless there is a prior agreement between the two MAs approved by IPMA;
10. allows IPMA's reviewers to review the MA's IPMA Education & Training Registration System operations and comply with their recommendations that are in accordance with the *IPMA Education & Training Registration System Regulations, IPMA Bylaws and IPMA Code of Ethics and Professional Conduct*;
11. establishes and operates its accounting associated with the IPMA Education & Training Registration System and gives IPMA access to the issued registrations and accounting;
12. submit courses/programmes run by the MA directly to IPMA for registration process.

7. Intellectual property rights and confidentiality

No party acquires any intellectual or industrial property rights under this Agreement or through any disclosure hereunder, except where expressly stated in this Agreement. No license to any trademark, copyright or other proprietary right is granted under this Agreement or through any disclosure hereunder, except where expressly stated in this Agreement.

Parties agree that they shall not distribute or otherwise make available to third parties any of the other party's materials (including, but not limited, to placing such materials on the Internet), without the other

party's prior, expressed written permission. Additionally, no copies, adaptations, or derivative works of the materials, or any portion thereof shall be created, without the prior written consent of the owner of the materials.

The use of the name, logotypes, trademarks, copyrights and intellectual property of the other party shall not be permitted without prior, expressed and written approval, on any material including promotional literature. Request for such permission shall be in writing, in sufficient time for review and action before any communication pertaining to the use of such intellectual property.

The Parties recognize that they possess confidential and/or proprietary information concerning or the property of the other parties, education institutions and training providers, including, but not limited to: data, documents, records and other information, regardless of their form. Each party agrees that it shall secure and hold all such confidential and proprietary information in confidence and shall prevent the unauthorized release of such information to any other person or party without the prior, written, expressed consent of the owner of the information.

8. Liabilities and limitation of liabilities

a) liability facing a third party

Each Party has its own liability. No party is liable for any debt of another party to third persons. Particularly the MA acts in its own name. The MA is, therefore, responsible for all their activities on their own.

b) liability amongst the parties to this agreement (IPMA and MA)

The MA and IPMA are liable according to the Swiss rules on mandates.

c) limitation of liability amongst the parties to this agreement (IPMA and MA)

If either party does not fulfil this Agreement, its liability is limited to damage caused intentionally or with rude negligence. Furthermore, liability does not include consequential damages.

The above limitation of liability doesn't apply to outstanding fees.

d) remuneration for customers

All remuneration for customers is included in the fees that the MA receives from customers or otherwise with activities in connection with this Agreement. Therefore, the MA is excluded from any claim against IPMA after Art. 418u Swiss Code of Obligations (remuneration for customers).

9. Duration of the Agreement and termination

The Agreement shall become effective when signed by each Party hereto and shall be in force until further notice.

Either Party may terminate the Agreement without cause by giving three (3) months prior written notice.

If the MA is unable to ensure continuity of the registration by following *IPMA Education & Training Registration System Regulations, IPMA Bylaws and IPMA Code of Ethics and Professional Conduct*, IPMA can suspend or terminate this Agreement by giving 60 days prior written notice to the MA.

Upon good cause shown, Party can terminate the Agreement with immediate notice. Good causes include:

- a) clear and grave breach of Agreement by the other party;
- b) bankruptcy of either party.

If this Agreement is terminated, IPMA can make a new Agreement with another MA in order to ensure

continuity of IPMA Education & Training Registration System in the geographical area.

10. Actions following the termination

MA ensures that IPMA can transfer the documentation from their past registration activities to a new MA.

In case of termination, all rights of use granted under this Agreement by IPMA to MA are automatically terminated. Particularly, MA is no longer authorized to use the brands, logotypes, IPMA Education & Training Registration System and specific know how of IPMA.

MA is obliged to delete, destroy or give back all information and material concerning the IPMA Education & Training Registration System they obtained from IPMA. This regulation especially extends to electronic data storage media.

11. Severability, entire Agreement and Force Majeure

If any provision of this Agreement is found by a Court of law to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in force.

This Agreement constitutes the whole of the Agreement and understanding between the Parties with respect to the subject matter of this Agreement and (in relation to such subject matter) supersedes all prior discussions, understandings and agreements between the parties and all prior representations and expressions of opinion by any Party to the other Party.

Neither Party shall be liable for any failure to perform if such failure is caused by conditions beyond its control including, but not limited to acts of nature, government restrictions, wars, insurrections or any other cause beyond the reasonable control of the party whose performance is affected.

12. Disputes and dispute resolution

IPMA and the MA agree to attempt to resolve any disputes through internal discussion.

If no resolution can be reached by internal discussion, the Parties will attempt to settle the dispute by mediation which has to take place within three (3) months after first demand. The location of the mediation is Zurich, Switzerland. The Parties may agree to another location. After at least one session of mediation or when the Parties can't agree on the person of mediator either party may take court action.

The litigation has to be taken to the official courts of Zurich City. If admissible the court having jurisdiction is the court of commerce of the Kanton Zurich (Handelsgericht des Kantons Zürich).

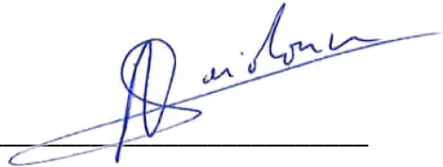
The Parties agree that Swiss law shall be applicable to all their relations and litigations.

Signed on behalf of:

IPMA




Dr. Mladen Vukomanović
IPMA Vice President for Profession Development



Amin Saidoun
IPMA Executive Director



Dr. Rebeka Danijela Vlahov Golomejić
IPMA Profession Development Manager



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MA

Name: Peter Tarnoki
Role: Secretary General of FOVOSZ-IPMA.HU and Director of IPMAREG-HUNGARY

Place and date: 9.12.2019. Zagreb