



ABPMP™ Registered Training Provider (RTP) Program Contract

The Registered Training Provider Program Application (“Application”) is intended to evaluate all education providers (“Providers”) who wish to provide the Association of Business Process Management Professionals International (“ABPMP™”) registered courses. The purpose is to ensure the Provider is able to comply with ABPMP™ requirements. For a Provider to be approved as a Registered Training Provider (“RTP”) it must: (1) demonstrate that it is a registered and established business or a BPM professional with sufficient knowledge and experience in BPM; (2) show that it has quality processes in place to deal with course development, course updates, and instructor selection; and (3) incorporate industry standards and student feedback into its development process.

ABPMP™ does not intend to collect any confidential information about RTPs. If confidential information has been provided in this application, please ensure such information is clearly identified.

PREFACE (IMPORTANT: Please read!)

The information packet and application has 6 sections:

Section 1 is the RTP Program Contract, the agreement between the Provider who completes the Application (the “RTP Applicant”) and ABPMP™.

Section 2 provides the RTP Program Responsibilities and Criteria, which includes criteria for RTP Applicant to meet ABPMP™ requirements for the quality review of RTP Applicant’s background and the quality review of RTP Applicant’s course materials. It also includes an outline of the responsibility and benefits of the RTP Program.

Section 3 of the application is where RTP Applicant must provide its registered company information; include state and country of licensure, contact name, email and phone number, company website, a brief introduction about your company, years in operation, what state/countries that you are willing to provide training (onsite), and the minimum class size (e.g., 5) for onsite training.

Section 4 is the application and course description form for you to complete for each BPM course you are submitting for the quality review of your course materials. Please provide the courses that you will make available that are aligned to the knowledge areas of the BPM CBOK®. You do not need to provide courses that are not aligned to the knowledge areas.



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Section 5 (Optional, but Recommended) Please include 3 letters of recommendation if you are applying for the RTP program as an independent professional. If a registered company is applying, please include references from 3 of your clients. If your company is less than 2 years old, a financial reference is also required to attest to RTP Applicant's financial viability (this is over and above the three letters of recommendation). This section is not required to be completed by universities, community colleges or continuing education schools, associations or ABPMP™ chapters.

***** You must submit all the required materials on this checklist at the same time.**

You cannot submit partial materials at different points in time. Failure to do so will result in the return of your Application and possible forfeit of the \$300 Training provider fee and the \$50 application processing fee. If you have any questions, please e-mail rtpsupport@ABPMP.org.

Please add rtpsupport@ABPMP.org e-mail address to your e-mail contacts (Microsoft Outlook, etc.) to enable receipt of correspondence from ABPMP™ Education Services. This will avoid ABPMP™ correspondence from being sent to company SPAM filters, or other e-mail security filters.



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Section 1

RTP Program Contract

This section of the Application is the contract between the RTP Applicant and ABPMP™ (“Contract”). By signing and submitting the acceptance of terms at the end of this section, you agree to comply with the requirement for the RTP Program Criteria, Responsibility and Benefits found in Section 2.

The RTP Applicant is required to submit documentation to support the Application, indicating that the RTP Applicant meets the criteria and responsibilities of the RTP Program found below. See *RTP Program Responsibilities and Criteria* for instructions on submitting the documents needed for your in-depth review.

GRANT OF LICENSE

Contingent upon the RTP Applicant’s acceptance of the terms and conditions set forth herein, and ABPMP™ ’s approval of RTP Applicant as a RTP, for so long as Provider maintains its RTP status, ABPMP™ hereby grants RTP a limited nonexclusive, nontransferable license (the “License”) solely to use and reproduce Licensed Material from the most current edition of ABPMP™ International’s Guide to the Business Process Management Common Body of Knowledge (BPM CBOK)® for use and inclusion in its course offerings.

DEFINITIONS

Licensed Material: consists of ten (10) Excerpts from the most current edition of ABPMP™’s copyrighted BPM CBOK® Guide and any other official ABPMP™ materials supplied to the RTP.

Excerpt: a direct quote from an ABPMP™ publication that is, in general, no longer than 600 words. Excerpts DO NOT include accompanying figures, graphs, or illustrations.



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TERMS / RESTRICTIONS

- a. The term of this agreement is one (1) year. Permission to use, publish, present and distribute the Licensed Material is granted for the term (one year) of this Agreement, and shall be auto renewed upon expiration or if terminated, a 30 day notice prior to expiration of this Agreement.
- b. Permission to use additional material beyond the Licensed Material must be requested separately.
- c. Except as otherwise provided above, Provider may not share or distribute the Licensed Material to any third parties, without the prior express written consent of ABPMP™. Permitted use does not include the right to grant others permission to photocopy or otherwise reproduce the Licensed Material except for versions of the Licensed Material created by non-profit organizations for use by visually or physically handicapped persons.
- d. Appropriate credit to the ABPMP™ International copyrighted material must appear on every copy of the work, either on the first page of the quoted text or in the figure legend as follows:

“Association of Business Process Management Professionals, A Guide to the Business Process Management Common Body of Knowledge (BPM CBOK®) – (insert current edition title. For example: Third Edition), Association of Business Process Management Professionals (insert year of copyrighted edition. For example: 2013). Copyright and all rights reserved. Material from this publication has been reproduced with the permission of ABPMP™.

RESERVATION OF RIGHTS

ABPMP™ reserves all rights to publish and use, and to license others to publish and use, the Licensed Material and any portion thereof, in any manner whatsoever and in any location without restriction.

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INFRINGEMENT

Provider shall promptly notify ABPMP™ of any infringement or unauthorized use of the Licensed Material by a third party, any claim that the Licensed Material infringes upon the intellectual property rights of a third party, or any act of unfair competition by third Parties relating to the Licensed Material, whenever Provider becomes aware of such an act or claim. Provider shall cooperate with ABPMP™ at ABPMP™'s expense to prevent and stop such infringement or act and if so requested by ABPMP™, shall join with ABPMP™ as a party to any legal case or action brought by ABPMP™ for such purpose. ABPMP™ shall have full control over any such case or action, including, without limitation, the right to choose if, when, and where to initiate any case or action, and to select counsel or to settle on any terms ABPMP™ deems advisable. ABPMP™ shall bear all expenses connected with such legal case or action, except that if Provider wishes to retain its own legal counsel, Provider shall do so at its own and sole expense.

Terms and Conditions Affecting Web Links from RTPs to ABPMP™:

- 1. Proper Form of Link:** RTPs are permitted to link to ABPMP™'s home page using one of the following forms: the name "Association of Business Process Management Professionals" or the initials "ABPMP™."
- 2. No Misrepresentations:** RTPs will not place ABPMP™ webpages in a "frame" within its own website without specific written permission from ABPMP™.
- 3. No Negative References:** RTPs may not make negative or disparaging references to ABPMP™, its services or its members to otherwise compare ABPMP™, its services or its members unfavorably to others.
- 4. No Objectionable Content:** RTP websites must not contain, or link to, content that may be interpreted as libelous, obscene, or criminal, or which may infringe or violate any third party rights.
- 5. Protection of Marks:** RTPs may not use ABPMP™ names, marks or other materials in a manner that is likely to cause confusion with another source or to dilute or damage the reputation or image of ABPMP™.



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6. Proper Use of ABPMP™ Logo: RTP's use of the ABPMP™ logo for linking purposes will conform in all respects to the logo usage guidelines in Section 2.V, 5.1, 5.2. The ABPMP™ logo may only be used as a link to the ABPMP™ home page and not to link to any other portion of the ABPMP™ website.

7. Indemnification: ABPMP™ shall have no responsibility or liability for any content appearing on the RTP's website. RTP agrees to indemnify, hold harmless and defend ABPMP™ against all claims arising out of or based upon the RTP website.

8. Right to Revoke: ABPMP™ reserves the right at any time and in its sole discretion to revoke the right to limit as set forth herein and request that the RTP remove from its website any link(s) to the ABPMP™ website.

Amendment to Terms and Conditions: ABPMP™ reserves the right to amend these linking terms and conditions at any time. By continuing to link to the ABPMP™ website, RTP agrees to abide by the linking terms and conditions then current, as well as other legal terms of use and conditions on the ABPMP™ website, as amended from time to time.

EXPENSES

All costs and expenses of carrying out Provider's rights and performing Provider's obligations hereunder shall be borne by Provider.

DISCLAIMER OF WARRANTY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED MATERIAL IS PROVIDED "AS IS" WITH ALL FAULTS, AND ABPMP™ DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE LICENSED MATERIAL, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, THAT THE LICENSED MATERIAL WILL OPERATE ERROR FREE, UNINTERRUPTED OR BE FREE OF VIRUSES. THE ENTIRE RISK AS TO THE SELECTION, SATISFACTION QUALITY AND PERFORMANCE AND USE OF THE LICENSED MATERIAL SHALL BE WITH THE PROVIDER.



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LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ABPMP™ BE LIABLE TO PROVIDER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES RELATED TO DELAYS, LOSS OF BUSINESS, REVENUE, OR PROFITS) IN CONNECTION WITH THIS AGREEMENT, USE OR INABILITY TO USE THE LICENSED MATERIAL, UNDER ANY LEGAL THEORY, EVEN IF ABPMP™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ABPMP™ BE LIABLE FOR ANY THIRD PARTY CLAIM. LIABILITY FOR DAMAGES SHALL BE LIMITED AND/OR EXCLUDED AS PROVIDED IN THIS AGREEMENT, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. ABPMP™ 'S TOTAL LIABILITY TO PROVIDER AND PROVIDER'S EXCLUSIVE REMEDY FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE AMOUNT OF LICENSE FEES (IF ANY) ACTUALLY PAID BY PROVIDER

INDEMNITY.

Provider shall indemnify, defend, and hold harmless the ABPMP™ and its directors, officers, employees, and agents from and against any and all claims, liabilities, obligations, judgments, causes of action, costs, and expenses (including reasonable attorneys' fees) arising out of: (a) the performance or failure to perform in accordance with the terms of this Agreement on the part of Provider or of any of Provider's agents or subcontractors; or (b) Provider's breach of any of its warranties made hereunder. The terms of this Section shall survive the expiration or termination of this Agreement.

CONFIDENTIALITY.

Each party shall hold the other party's Confidential Information in confidence and shall not disclose Confidential Information to any third party without the disclosing party's prior written consent. "Confidential Information" means any information disclosed by the disclosing party that is not generally known to the public or, by its nature, should be



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reasonably considered confidential. Confidential Information does not include information which is: (i) publicly known or available through no act or failure to act on receiving party's part (ii) lawfully known to the recipient without an obligation of confidentiality at the time receiving party receives the same, (iii) lawfully disclosed by a third party, (iv) independently developed by the receiving party without the use of disclosing party's Confidential Information; or (v) disclosed pursuant to legal requirement or order in a criminal proceeding.

GENERAL PROVISIONS.

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be considered effective when hand-delivered or sent by registered or certified mail, express mail, courier or transmitted by facsimile and confirmed by mailing to the appropriate party at the address noted below, unless by such notice a different address shall have been designated.

If to ABPMP™:

ABPMP™ International
7794 Grow Drive
Pensacola, FL 32514

If to Provider:

This Agreement will be construed in accordance with, and governed in all respects by the laws of the State of Illinois without giving effect to the choice of law principles thereof. Each of the parties acknowledges and agrees that the state and federal courts in Illinois shall have exclusive jurisdiction over disputes arising under or relating to this Agreement, and that any legal proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement shall be brought only in such courts.



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This Agreement represents the entire agreement and understanding among the parties with respect to the subject matter hereof, and supersedes and replaces all prior agreements, understandings, representations, proposals, negotiations, and other written or oral communications among the parties with respect to the subject matter of this Agreement.

Provider is an independent entity relative to ABPMP™, and not an employee, partner, agent, franchisee, or joint venture of ABPMP™ for any purpose.

This Agreement shall not be amended, altered, or modified in any way except in writing signed by all parties to the Agreement.

If any court of the competent jurisdiction holds any aspect, provision or portion of this Agreement to be invalid, void, contrary to law or public policy or otherwise unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way. In the event that a court of competent jurisdiction holds any provision of this Agreement to be unenforceable as written, but such provision may be made enforceable by limitation thereof, then such provision shall be enforceable to the maximum extent permitted by applicable law.

This Agreement may be executed and delivered in multiple counterparts. All such counterparts, when so executed, shall be deemed to constitute one final agreement as if one document had been signed by all parties to this Agreement.

PROVIDER/RTP

Name: _____

Title: _____

Date: _____



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Section 2

RTP Program Responsibilities and Criteria

RTP Criterion 1: Professional and Organizational Responsibilities

Guiding Principle: Participants in the ABPMP™ RTP Program shall have the requisite resources, facilities, and administrative support to effectively participate in the Program, including the ability to comply with all Provider responsibilities and procedures.

1.1 The Provider shall be in compliance with all applicable laws and requirements. If a registered company; a division, department, unit or role shall exist within the Provider organization that is responsible for administration of the required RTP reports, documentation, and communications.

1.2 The Provider shall have been in operation as a viable BPM training provider for a minimum of one calendar year preceding the time of application.

1.3 The Provider shall have a designated division, department, unit or person that is responsible for administration of RTP functions.

1.4 The Provider shall have a clearly worded mission statement and/or strategic objectives that reflect a commitment towards excellence in BPM education.

1.5 The Provider shall provide attendees/participants with appropriate documentation (such as Certificate of Completion, Letter of Attendance, etc.) upon successful completion of each registered course.

1.6 The Provider shall ensure that attendance/participation records are maintained for a minimum of three calendar years after completion of a course or product offering or as required by applicable law.

1.7 The Provider shall accurately represent the scope and quality of their services and products to prospective clients, ABPMP™ staff and the public.

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1.8 The Provider shall conduct all training and business operations in an ethical, professional and lawful manner, and respect the rights and worth of all training program participants.

1.9 The Provider shall refrain from any manner of discrimination with respect to the programs provided under this Agreement, including, but not limited to, discrimination on the basis of race or ethnic origin, gender, nationality, disability, religion or sexual orientation.

RTP Criterion 2: Course or Educational Product Development and Content

Guiding Principle: To ensure that high quality business process management courses are being offered for CBPP Certification Prep, Continuing Education Units (CPEs), appropriate subject matter expert shall develop and/or review all course content prior to delivery to the general public.

2.1 Alignment to the Business Process Management Common Body of Knowledge (BPM CBOK®): The content of courses or educational products offered for CPE credit shall be substantially consistent with the concepts and terminology found in the most current edition of the BPM CBOK®.

2.1.1 Courses can be acceptable in the following ways:

- Course content fully aligns with the BPM CBOK®.
- Course content substantially aligns with the BPM CBOK® and differences are noted.
- Course content does not directly address BPM CBOK® Knowledge Areas but is within the context of a BPM effort (e.g., agile development for a BPM application) that covers general management skills that directly support business process management professional development.
- BPM theories or practices different from those described in the BPM CBOK® are permissible in course materials but shall be clearly identified as such to course participants.



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2.2 Subject matter experts or instructors involved in the content development of registered courses or educational products shall be qualified by demonstrable expertise in the requisite knowledge area. Expertise may be demonstrated by such qualifications as formal education, minimum 4 years BPM experience, CBPP® or other recognized credentials appropriate to the subject matter.

2.3 Once a course has been acknowledged by ABPMP™ as having met the requisites in the area of knowledge for the course, the course will become a registered course. The registered course(s) should be designed around clearly identified, measurable learning objectives. Course material should be clearly worded and arranged in a logical manner that facilitates achievement of the learning objectives.

2.4 A course outline/syllabus and all relevant course materials for the course(s) submitted for review shall be provided with this application. All course materials shall follow the outline/syllabus in a clear and logical manner.

2.5 Providers must abide by applicable intellectual property law as well as the terms and restrictions for use of ABPMP™ trademarks and copyrighted material.

RTP Criterion 3: Course or Educational Product Delivery and Instructor Evaluation

Guiding Principle: To ensure that identified learning objectives will be met, appropriate instructional delivery methods shall be chosen for the course. In addition, course instructors shall be chosen based on proven expertise in the field, and their ability to facilitate learning.

The Provider shall:

3.1 Have processes in place to select qualified instructors and ensure instructional effectiveness.

3.2 Use instructional methods and learning resources appropriate to facilitate achievement of the intended learning objectives.



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3.3 All courses intended for CBPP CPE credit or General supporting skills for BPM shall be evaluated via participant evaluation form to measure the degree of success in meeting learning objectives.

3.4 Be recognized by ABPMP™ as having instructors who are CBPP certified.

RTP Criterion 4: Awarding of Continuing Professional Education credits (CPEs)

Guiding Principle: To ensure that participants are awarded the appropriate number of CPEs upon completion of a course, and that assignment of CPEs varies based on knowledge area/s covered by the Course, Provider shall have mechanism in place to track attendees to validate attendance and participation in class regardless of platform.

4.1 Each course for which CPE credits are awarded must be registered in the ABPMP™ RTP Database.

V. RTP Criterion 5: RTP. Marketing Representations

Guiding Principle: To ensure that Providers act in an honest, ethical and professional manner in their dealings with ABPMP™ and the public and that the relationship between ABPMP™ and the Provider is accurately and unambiguously represented to the public.

5.1 The Provider may only use ABPMP™ approved RTP logos and marketing statements when representing itself as a RTP to customers, potential customers, or the general public. Furthermore, ABPMP™ recognition of RTP organizations is intended solely for use in conjunction with registered courses or educational products being offered for CBPP Certification Prep or CPE credit and must not be inferred as recognition for other business activities of the Provider.

The Provider shall:

5.1.1 Only use the approved RTP logos and marketing statements as – provided by ABPMP™.



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5.1.2 Accurately represent the scope and quality of their services and products to prospective clients, ABPMP™ staff and the public (See also Criterion 1.7).

5.1.3 Warrant that it will, at all times, act in an honest, ethical and professional manner both in its dealing with ABPMP™ and with the general public.

5.1.4 Make no statements or representations indicating or implying, in any manner, that ABPMP™ has accredited, certified, sponsored, endorsed, or guaranteed any of the Provider's products, publications or services. The following statement is authorized by ABPMP™ for use by RTPs in connection with the ABPMP™ RTP Program: "[Name of Company] has been reviewed and approved as a provider of business process management training by the Association of Business Process Management Professionals (ABPMP™). The Provider may also state the following: "As an ABPMP™ Registered Training Provider (RTP), [Name of Company] has agreed to abide by ABPMP™ established quality assurance criteria."

5.1.5 Comply with all applicable laws and ABPMP™ policies regarding the use of ABPMP™ and third-party intellectual property, including, but not limited to the following:

Use ABPMP™, trade, service, or certification marks only to refer to, or describe, ABPMP™, ABPMP™ Components or programs, or as otherwise specifically authorized by the Agreement.

5.1.6 Include proper notice of ABPMP™ ownership of its copyrights, trade, service or certification marks with all uses of such copyrights and marks as instructed by the most current RTP Manual.

5.1.7 Be prohibited from using any ABPMP™ trade, service or certification mark in any domain name, e-mail account or company name.



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5.2 In order to ensure the integrity of ABPMP™'s credentialing programs and the value of ABPMP™ credentials to its customers, the Provider shall abide by the ABPMP™ Permitted Uses section below in advertising its registered courses or educational products, both in their advertisements in ABPMP™ publications and in the statements in Provider's own marketing materials, regarding Provider's registered courses and educational products.

By making use of any logos, you agree to be bound by the terms of this Policy. Permission granted to you by this Policy is conditional upon and subject to your compliance with the terms of this Policy.

ABPMP™ Permitted Uses

ABPMP™ grants limited rights to use logos for personal use to individuals or companies that have successfully completed credential requirements and have been notified by ABPMP™ in writing that they has achieved a ABPMP™ registration. Upon receiving a ABPMP™ registration, ABPMP™ grants non-exclusive rights to use the ABPMP™ logos for which the Registered Individual has been awarded registration, on promotional, display and advertising materials to publicize the Registered Individual's ABPMP™ registration or to promote his/her services corresponding to ABPMP™ registration. The ABPMP™ logos can be used on business stationery (letterhead, business cards), web sites and other collateral produced. Registered Individuals should get permission from their employers before printing the ABPMP™ logo on their company stationery and should ensure that the ABPMP™ logos are appropriately used. Any other use of the ABPMP™ logos is prohibited. Without limiting the foregoing, ABPMP™ logos shall not be used to misrepresent ABPMP™ status or an individual's qualifications. Registered Individuals further agree not to incorporate any ABPMP™ logos, or potentially confusing variations of any ABPMP™ logos, as part of a trademark, service mark or other commercial or product designation. In the event that a Registered Individual does not renew or maintain his/her credential, he/she must immediately cease all use of the ABPMP™ logos associated with such ABPMP™ registration.



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Color

The ABPMP™ logos come in blue, grey and white (for printing on color paper stock). We ask that you use the black version of the ABPMP™ logos when printing from your home or office, as sometimes the colors become distorted. If you are having a piece professionally printed, please go ahead and use the full color version.

File Types

The ABPMP™ logos come in both jpeg and eps formats. Jpeg files are ideal for use on the Web. They can also be used within Word or PowerPoint. When working with a printer, please use the eps format.

Ownership

ABPMP™ reserves and retains all rights, titles and interests, including, without limitation, all trademark and other intellectual property rights, in and to the ABPMP™ logos. Nothing contained in this Policy is intended to be or should be construed to grant any ownership rights in or to the ABPMP™ logos. Any application to register or claim any interest in any mark or any other logo, name, trademark, service mark or commercial or product designation confusingly similar to any ABPMP™ logos is prohibited. ABPMP™ reserves the right to audit any and all use of the ABPMP™ logos and to require correction for any inappropriate use. Any user of the ABPMP™ logos grants ABPMP™ the permission to access, review, and audit any materials that make use of the ABPMP™ logos. If at any time, ABPMP™ determines, in its sole discretion, that your use of the ABPMP™ logos is not in compliance with this Policy or otherwise threatens to harm the ABPMP™ logos, ABPMP™ may immediately terminate your right to use the ABPMP™ logos. You agree to comply with all requests of ABPMP™ to cease and desist the use of the ABPMP™ logos.