

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (hereinafter referred to as “**Agreement**”) is between **Project Management Training Alliance, Inc.** (hereinafter referred to as “**PMTA**”) and _____, Individually, (hereinafter referred to as “**Training Company**”), having a business address at

I. RECITALS

WHEREAS, PMTA wishes to discuss with Training Company ideas, outcomes, industry and business updates and potential alliances regarding **independent project management training recognition and credibility methods and alternatives to any perceived value that comes from other non-independent project management training recognition and credibility programs**. This can include confidential and proprietary information (hereinafter collectively “**Information**”) pertaining to intellectual property in support of **PMTA and Training Company** for project management and agile training materials, classes, courses, courseware, brand recognition, other ideas and strategies that could impact market perception and revenue of the Training Company. This also can include discussion about details of Project Management Institute’s (PMI) Registered Education Provider (REP) program as it currently is defined and will be defined in 2020 and Authorized Training Provider (ATP) program, and any project management topics, exam, and framework related discussions. This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above.

Therefore, **PMTA and Training Company** agree, as follows:

II. TERMS AND CONDITIONS

1. That the disclosure, discussion and documentation is in strictest confidence and thus **Training Company** will:
 - a. Not share any ideas, pricing, costs, concepts, names, potential trademarks, or other sensitive information with anyone that has not signed a similar NDA with PMTA. This does not include public information about PMTA related business that would be in the public domain, such as websites, advertising, internet forums, etc...

b. upon accidental disclosure, advise such person, entity, and/or employee, of the obligations of **Training Company** under this Agreement, and require each such person, entity, and/or employee to immediately destroy the any documentation, while providing possible ramifications that will follow its continued use;

c. within seven (7) days following request of **PMTA**, Training Company will delete all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the related information, or confirm to **PMTA**, in writing, the destruction of such materials; and

2. In the event of a breach or threatened breach or intended breach of this Agreement by **Training Company**, **PMTA** in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

3. The validity, construction, and performance of this Agreement are governed by the laws of the state of Texas.

4. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.

This Agreement is binding upon **PMTA** and **Training Company**, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on seven (7) days written notice by either party. However, **Training Company's** obligations of confidentiality and restrictions on use of related information disclosed by **PMTA** shall survive termination of this Agreement.

By: _____ Date: _____

Anthony Johnson (PMTA President)

By: _____ Date: _____

Name