



MEMORANDUM OF UNDERSTANDING – UPPCC PARTNER

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 20__, by and between the UNIVERSAL PUBLIC PROCUREMENT CERTIFICATION COUNCIL (UPPCC) and _____ (UPPCC PARTNER). The purpose of this Agreement is to outline the responsibilities of UPPCC and UPPCC PARTNER in relationship to UPPCC's CERTIFIED PUBLIC PROCUREMENT OFFICER® and CERTIFIED PROFESSIONAL PUBLIC BUYER® (UPPCC CERTIFICATION) programs.

POINT OF CONTACT:

UPPCC

Ann Peshoff, CAE, CMP
Executive Director
UPPCC
201 East Main Street, Suite 1405
Lexington, KY 40507 USA
800-884-6073
apeshoff@uppcc.org
www.uppcc.org

UPPCC PARTNER

Name
Title
Organization
Street Address
City, State/Province Postal Code/Country
Phone
Email
Organization's Website

BACKGROUND:

In order to more effectively promote and ensure professionalism in government procurement, the UPPCC was formed as an independent entity in 1978. Since the organization's founding, its mission has been to recognize professionalism in public procurement through the identification of a common body of knowledge and the certification of individuals against established standards of competency.

UPPCC accomplishes its mission through the CPPO® and CPPB® professional certification programs and by adhering to the organization's core values of Integrity, Excellence, Service, and Collaboration, in the administration of UPPCC CERTIFICATION programs.

UPPCC PARTNER is a like-minded membership organization that recognizes the importance and value of UPPCC CERTIFICATION to the global community and is dedicated to promoting the unique values and benefits of universally applicable certifications provided by an independent certifying body.

THEREFORE, UPPCC and UPPCC PARTNER agree to work together to ensure the continued growth, development and global recognition of UPPCC CERTIFICATION.

SCOPE OF AGREEMENT:

UPPCC and UPPCC PARTNER, working together, will ensure the continued growth, development, and global recognition of the UPPCC CERTIFICATION and agree to the following.

1. UPPCC will:

- a) actively engage UPPCC PARTNER in the continuous development and enhancement of the UPPCC CERTIFICATIONS to serve the best interests of the larger public procurement community.
- b) promote collaboration through conferences, social media, UPPCC publications and other means.
- c) maintain a UPPCC PARTNER page on the UPPCC website where UPPCC PARTNER will be listed with direct link to UPPCC PARTNER website.
- d) design, print, and distribute UPPCC CERTIFICATION printed media for use by UPPCC PARTNER.
- e) provide electronic digital media for use by UPPCC PARTNER.
- f) produce and distribute UPPCC CERTIFICATION marketing materials, official announcements, certification and award notifications, paper certificates, and trophies.
- g) provide UPPCC PARTNER members discounted rates on all fees for UPPCC CERTIFICATION (initial certification, recertification and UPPCC products).
- h) and hereby does grant to UPPCC PARTNER a non-exclusive, non-transferable, limited, revocable, royalty-free license to use, reproduce, distribute, display and transmit the UPPCC PARTNER logo (in the form attached hereto as Exhibit A) to be used solely in connection with the services and efforts contemplated in this MOU. Any use of the UPPCC PARTNER logo shall be subject to reasonable approval of UPPCC, which approval shall not be unreasonably withheld or delayed. Duplicative or substantially similar uses of the UPPCC PARTNER logo shall not require additional approval.

2. UPPCC PARTNER will:

- a) actively engage with UPPCC leadership in the continuous development and enhancement of the UPPCC CERTIFICATIONS.
- b) promote collaboration through conferences, annual meetings, social media, website, UPPCC PARTNER's publications and other means.
- c) display the UPPCC PARTNER logo prominently on its website, with direct link to the UPPCC website.
- d) distribute UPPCC CERTIFICATION official announcements, marketing materials, and other communications, in the form and format provided by UPPCC, by email to its full membership.
- e) verify to UPPCC the membership status of individuals who claim to be members of UPPCC PARTNER and are extended discounted rates for UPPCC CERTIFICATION.
- f) and hereby does grant to UPPCC a non-exclusive, non-transferable, limited, revocable royalty-free license to use, reproduce, distribute, display and transmit the UPPCC PARTNER's Marks solely in connection with providing the services and efforts contemplated in this MOU. Any use of the UPPCC PARTNER's Marks by UPPCC shall be subject to reasonable approval of the UPPCC PARTNER, which approval shall not be unreasonably withheld or delayed. Duplicative or substantially similar uses of the UPPCC PARTNER's Marks shall not require additional approval. UPPCC PARTNER's Marks are set forth in Exhibit B hereto.

3. UPPCC and UPPCC PARTNER shall act in good faith and fair dealing in all efforts undertaken under this MOU. Nothing herein will be interpreted to require either Party to act in any manner not consistent with its own principles, policies, and mission.
4. Each Party shall protect any confidential information provided to it by the other Party in the same manner and under the same level of protection and security as if it was that Party's own confidential information.
5. The Parties to this MOU are independent contractors; each Party shall be responsible for its own acts and omissions and the consequences thereof. Despite the terminology used herein, the parties agree that they are not legally "partners" as a result of or in connection with this MOU. Each Party hereby agrees to defend, indemnify and hold the other Party harmless from and against any third-party claims arising out of the acts or omissions of the indemnifying Party in connection with this MOU.
6. Each Party retains all rights, title and interest in its own pre-existing intellectual property and data, and any derivative thereof. To the extent that Parties jointly create any intellectual property, each Party shall grant to the other an irrevocable, perpetual, non-transferable license to use said intellectual property as set forth herein. Parties agree that any jointly created intellectual property may only be used for the furtherance of the intent of this MOU, including education and training, and may not be resold or relicensed otherwise for commercial purposes. Any intellectual property created by one Party on behalf of the other, for agreed upon compensation, shall be owned in its entirety by the Party for whom the intellectual property was created.
7. Amendments to this MOU may be proposed by either Party as it deems necessary. This MOU may be terminated upon 120 days' written notice by either Party to the other. In addition, either Party may terminate this MOU in the event of a material breach of its obligations by the other Party, which breach remains uncured for thirty (30) days following the breaching Party's receipt of written notice from the non-breaching Party specifying the nature of the breach; termination shall be effective upon the breaching Party's receipt of further notice of same from the non-breaching Party. Upon termination of this MOU, each Party's license to use the other Party's intellectual property shall immediately terminate.
8. Each Party agrees and acknowledges that the other Party shall retain exclusive ownership of its Marks. Each Party further warrants and represents that it shall not misuse any of the other Party's intellectual property, bring the other Party into disrepute or otherwise use the other Party's intellectual property in any manner that is inconsistent with the specific terms of this MOU. Notwithstanding any limited rights and licenses that may be granted herein, each Party agrees and acknowledges that the other Party reserves unto itself the unlimited right to fully utilize any and all of such other Party's intellectual property for its own purposes. Each Party agrees and acknowledges that it shall not revise, modify or otherwise alter the content, design and/or appearance of any of the other Party's intellectual property and shall not combine or co-brand any such other Party's intellectual property with its marks or those of any third party, unless such use is expressly permitted hereunder.

Each Party agrees that any permitted use of the other Party's trademark or service mark hereunder shall contain the appropriate legal and proprietary notices as specified by such other Party, and that any use of the other Party's copyrighted material hereunder shall contain the appropriate notice of that copyright and of such Party's use of the material by permission of the other Party. Each Party hereby recognizes and acknowledges the significant value of the goodwill associated with the other Party's intellectual property and acknowledges that the goodwill attached thereto belongs exclusively to such other Party.

Each Party agrees it will not represent in any way that it has any right or title to ownership of any of the other Party's intellectual property, or to any registration thereof.

Each Party further agrees that it will not knowingly use any of the other Party's intellectual property, either alone or in combination with any words or phrases, in any manner which would tend to subject the other Party to ridicule or defamation, or which would deprive the other Party of any of its rights in and to said intellectual property, and each Party agrees that it will cease doing so immediately if the other Party instructs it in writing to so cease.

GENERAL PROVISIONS:

1. This MOU, together with its Exhibits A and B, constitutes the entire agreement of the Parties and supersedes all prior or contemporaneous written or oral agreements.
2. This MOU may only be amended or modified in a further writing signed by the Parties.
3. Items 3, 4, 5, 6, 7 and 8 will survive expiration or termination of this MOU.
4. Any notice required or permitted hereunder shall be communicated by electronic mail and shall be deemed given upon actual receipt.
5. Neither Party may assign its rights or delegate its obligations hereunder without the prior written consent of the other Party.
6. This MOU shall be governed by the law of the Commonwealth of Virginia, without regard to that jurisdiction's principles of choice of law.

UPPCC

UPPCC PARTNER

Signature

Signature

Printed Name

Printed Name

Title

Title

Email

Email

Date

Date

EXHIBIT A



EXHIBIT B

[INSERT PARTNER MARK(S)]