

**CHAPTER HOSTED COURSES AGREEMENT BETWEEN
NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING, INC.
AND NIGP CHAPTERS**

THIS CHAPTER HOSTED COURSES AGREEMENT (together with any attachments referred to below, the “Agreement”) is entered into and made effective as of July 1, 2020 (the “Effective Date”), by and between National Institute of Governmental Purchasing, Inc., a Wisconsin non-stock corporation with its principal office located at 2411 Dulles Corner Part, Suite 350, Herndon, VA 20171 (“NIGP”), and NIGP Chapter _____ (“Chapter”). NIGP and Chapter may each be referred to as to as a “party” and collectively as the “parties.”

WHEREAS, NIGP is recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, and its exempt purposes include developing, supporting, and promoting the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents;

WHEREAS, Chapter is recognized as tax-exempt under Section 501(c) (3) of the Internal Revenue Code, and its exempt purposes include educational offerings.

WHEREAS, in accordance with and in furtherance of its tax-exempt purposes, NIGP offers educational training courses for the professional development of government procurement professionals (“Courses”); and

WHEREAS, Chapter wishes to retain NIGP to provide Courses pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and adequacy of which are mutually acknowledged, the parties, intending legally and equitably to be bound, agree as follows:

1. Provision of Courses. NIGP agrees to provide Courses for Chapter based on the NIGP Course Offerings selected by Chapter as set forth in Exhibit A attached, or as shown as being available on the NIGP Course Catalog online. Courses will be delivered in a virtual environment until further notice due to COVID-19. Once NIGP determines it is safe for our contractors and students to participate in face to face delivery of courses, Chapter must sign a contract addendum outlining requirements as recommended by the government and other expert organizations. Chapter may request delivery of virtual courses by completing the form located on the [NIGP Website](#) (collectively, the “Services”).

2. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, unless this Agreement is earlier terminated in accordance with Section 5. This Agreement may be renewed or extended for an additional period by a written agreement signed by both parties. NIGP shall promptly inform Chapter in writing of any actual or potential delay in the timely performance of the Services, and the reason(s) for such delay.

3. Payment and Fees.

3.1 Fees. Individuals registering for each course shall pay NIGP in accordance with the fee schedule which is attached as hereto as Exhibit B. Chapters may make special arrangements with NIGP to pay all or a portion of the registration fees in advance of scheduling the course.

3.2 Rebates. NIGP pays the Chapter a rebate for each sponsored course that meets the required minimum number of attendees. Chapters will receive a percentage of gross revenue for each course, which is based on the number of students per course. Rebate percentages are adopted annually through the budget process. Chapters will be notified in writing after the annual budget is approved.

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3.3 Payment and Invoices. In the event a balance is due by the Chapter for services rendered, NIGP shall invoice Chapter for each Course within thirty (30) days of the conclusion of each Course. Invoices shall include: (i) the title of the Course; (ii) the date(s) of the Course; (iii) the per attendee fee in accordance with Section 3.1; and (iv) the invoice total based on the registered number of attendees for which the Chapter is responsible. Invoices shall be submitted to the Chapter Contact, as set forth in Section 6. Invoice terms are net 30 days.

4. Changes and Modifications. Any material change to the Services or the terms of this Agreement must be set forth in a writing signed by both parties.

5. Termination.

5.1. Termination for Convenience. Either party may terminate this Agreement for convenience at any time by giving the other party sixty (60) days' prior notice in writing. Chapter shall reimburse NIGP for any costs and expenses incurred by NIGP in the performance of the Services prior to the effective date of termination.

5.2. Termination for Material Breach. Either party may terminate this Agreement if the other party breaches any of its representations or warranties, or fails to observe or perform, or breaches, any term or condition of this Agreement, and does not cure such breach or failure within fifteen (15) days after receipt of notice of such breach or failure. Chapter shall reimburse NIGP for any costs and expenses incurred by NIGP in the performance of the Services prior to the effective date of termination.

6. Chapter Contact. Chapter's representative with respect to this Agreement (the "Chapter Contact") is _____. The Chapter Contact may be changed by Chapter from time to time; Chapter will promptly notify NIGP in writing of any such change.

7. NIGP Staff Contact. NIGP's representative with respect to this Agreement (the "NIGP Staff Contact") is Karen Robinson, Events Administrator. The NIGP Staff Contact may be changed by NIGP from time to time; NIGP will promptly notify Chapter in writing of any such change.

8. NIGP Responsibilities. NIGP agrees to:

1. Assign an instructor for each Course who meets or exceeds the minimum requisite skill sets established for each particular Course.
2. Accept and process individual course participant registrations.
3. Promote the course once scheduled.
4. Provide registrant rosters, upon request, to the Chapter Contact and/or the designated instructor.
5. Notify registrants of cancellations and issue refunds if necessary.
6. Provide materials for each course.
7. Pay instructor fees and expenses for each Course.

9. Chapter Responsibilities. Chapter agrees to:

1. Submit completed Seminar Request and Logistics forms to NIGP at least sixty (60) days prior to the desired Course start date.
2. Promote scheduled courses to chapter members.

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10. Course Cancellation Policy. In the event Chapter is unable to meet the minimum attendee requirements for a particular Course, the parties may mutually agree in writing to cancel that Course without penalty, at least fourteen (14) days in advance for virtual courses. In the event Chapter meets the minimum attendee requirements, but cancels a Course for any reason within fourteen (14) days of the Course start date, Chapter shall be liable to NIGP for all expenses incurred in connection with the Course upon notification of such cancellation.

11. Confidential Information.

11.1. Definition. During the term of this Agreement, each party (the “Receiving Party”) acknowledges that it may receive or have access to certain Confidential Information of the other party (the “Disclosing Party”). “Confidential Information” means all non-public information of the Disclosing Party that the Disclosing Party considers confidential or proprietary, regardless of whether such information is marked or designated as such and regardless of whether information is transmitted through oral, written, electronic, or digital means. Confidential Information shall include, but is not limited to, confidential or private information, proprietary information, trade secrets, data and information, reports, discussions, summaries, analyses, studies, compilations or other memorialization of or relating to the Disclosing Party’s operations, programs, activities, policies, procedures, practices, financial condition, donor lists, membership lists, and standards. To extent allowed by the law, Confidential Information shall also include conversations or information relating to or involving any parties whose information is included in the Confidential Information. Confidential Information shall retain its confidential nature whether or not partially developed, supplemented, or enhanced by the Receiving Party during the term of this Agreement. Confidential Information does not include any information that has been publicly known or made available through no wrongful act or omission of the Receiving Party. All Confidential Information, in whatever form provided, shall remain the sole property of the Disclosing Party.

11.2. Use of Confidential Information. Unless expressly authorized in writing by the Disclosing Party, both during and after the term of this Agreement, the Receiving Party will not use Confidential Information for its own benefit or for the benefit of anyone other than the Disclosing Party, or disclose such information to anyone outside of the Receiving Party, *unless such disclosure is required by state law, subpoena, court order or other legal proceeding*. The Receiving Party shall use all reasonable efforts to keep this information confidential. Confidential Information shall be maintained by the Receiving Party in the same manner as it would maintain its own Confidential Information, but no less than a reasonable degree of care.

11.3. Effect of Termination. Upon expiration or termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party shall return or destroy all Confidential Material to the Disclosing Party in its possession. The obligations set forth in this Section 11 shall survive any expiration or termination of this Agreement.

12. Ownership and License of NIGP Materials. Chapter hereby acknowledges and agrees that NIGP is the sole owner of all right, title and interest in and to the NIGP Materials. Subject to the terms and conditions of this Agreement, NIGP hereby grants to Chapter only during the term of this Agreement, and Chapter hereby accepts from NIGP, a limited, non-exclusive, non-transferable, revocable right and license, with a limited right to sublicense such right and license to Chapter’s designated employees (“Authorized Users”), to use the NIGP Materials only in the form made available by NIGP and only in the manner set forth herein. Chapter and Authorized Users shall be permitted to use the NIGP Materials solely as is necessary to perform the Chapter’s obligations hereunder, and in connection with the Services provided by NIGP hereunder. Chapter expressly acknowledges that the foregoing grant is provided on a non-exclusive basis, and NIGP shall retain the right to provide the NIGP Materials to, and to enter into similar business arrangements with, other entities or persons

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during the term of this Agreement. Except as expressly permitted in this Agreement, Chapter may not (i) reverse engineer, decompile, disassemble, translate or create any derivative work of the NIGP Materials; or (ii) sublicense, distribute, or sell or use or permit use of the NIGP Materials for any other purpose or for or by any person or entity (including Chapter's affiliates and subsidiaries) other than Chapter's Authorized Users. Nothing in this Agreement shall convey to Chapter any further rights, title, or interest in and to the NIGP Materials, or any other NIGP interests, licenses or rights, and nothing herein shall be construed as granting to Chapter any exclusive rights or in limiting in any manner any of NIGP's rights or activities.

13. Recordkeeping. NIGP shall retain and maintain all records and documentation relating to this Agreement for a period of two (2) years following the expiration or termination of this Agreement.

14. Insurance. Each party shall secure and maintain insurance coverage in amounts sufficient to cover its obligations hereunder.

15. Indemnification. Each party (the "Indemnifying Party") hereby agrees to indemnify and hold harmless the other party and its respective directors, officers and employees (collectively, the "Indemnified Party") from any and all liabilities, losses, costs, damages, claims, liens, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance policy deductibles and all other expenses arising out of or related to (a) any intentional or grossly negligent act or omission of the Indemnifying Party, (b) the Indemnifying Party's failure to perform any of its obligations under this Agreement, or (c) any breach of the Indemnifying Party's representations and warranties under this Agreement. The indemnity obligations in this Agreement shall apply to the fullest extent permitted by applicable law, and shall survive the expiration or termination of this Agreement unless specifically waived in writing by both parties after such expiration or termination.

16. Warranties. Each party covenants, warrants, and represents that it shall comply with all laws and regulations applicable to this Agreement and all activities contemplated by this Agreement, that it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any termination or expiration of this Agreement.

17. Independent Contractor Status. The relationship of the parties is that of an independent contractor, and nothing in this Agreement shall be construed as creating any association, joint venture, partnership, or agency relationship of any kind between the parties. NIGP has the right to control and direct the means, manner and method by which the Services hereunder are performed.

18. Force Majeure. Neither party shall be considered in breach of or in default under this Agreement and shall not be liable to the other party for any failure of or delay in the performance of its obligations under this Agreement when such failure or delay is due to an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods), war, strikes or labor disputes, loss of power, embargoes, government orders, acts of terrorism, disease, or any other similar event beyond a party's reasonable control (a "Force Majeure Event") that makes it illegal, impossible, or commercially impractical to provide the Course or otherwise fulfill a party's obligations under this Agreement; provided, however, if a Force Majeure Event occurs, the affected party shall, as soon as practicable: (1) notify the other party of the Force Majeure Event and its impact on the affected party's performance, and (2) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this Agreement.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof.

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20. Severability. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions.

21. Waivers. No waiver by any party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Chapter or NIGP of the same or any other provision. Any party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act.

22. Notices. All notices, demands, and other communications hereunder shall be in writing and shall be delivered in person or deposited in the United States Mail, certified or registered, with return receipt requested, or electronic mail as follows.

If to NIGP, to:

National Institute of Governmental Purchasing
2411 Dulles Corner Park, Suite 350
Herndon, VA 20171
ATTN: Events Administrator
Events@nigp.org

If to Chapter, to:

23. Assignment; Binding Effect. Neither party may assign its rights or duties under this Agreement without the other party's prior written consent. This Agreement shall bind the parties, their respective heirs, personal representatives, successors and assigns.

24. Applicable Law. This Agreement, and its validity, construction and performance shall be governed by and construed in all respects under the laws of the Commonwealth of Virginia without regard to the laws that would otherwise apply under applicable choice-of-law principles. The parties hereto agree to submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Virginia in connection with any matters arising out of this Agreement and to waive any objection to the propriety or convenience of venue in such courts.

This Agreement, including any schedules, amendments, modifications, waivers, or notifications relating thereto, must be in writing signed by the parties and may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and which together shall be deemed to constitute one instrument.

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National Institute of Governmental Purchasing Inc., (NIGP)

Signature _____

Print Name _____

Title _____

Date: _____

CHAPTER

Signature _____

Print Name _____

Title _____

Date: _____

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Exhibit A

Course Offerings

A complete list of courses is also available on the NIGP website (www.nigp.org).

Three-day NIGP Courses - 8 attendees required for face to face; 5 attendees required for virtual

2.3 CEUS / 22.5 Contact Hours

Core Certificate: Foundations of Sourcing & Contracting – **SCCORE**

Legal Aspects of Public Procurement – **LGL**

2.8 CEUS/27.5 Contact Hours

Specialization: Foundations of Technology Procurement – **TECHSPEC**

Two-day NIGP Courses - 8 attendees required for face to face; 5 attendees required for virtual

1.5 CEUs ‡ / 15 Contact Hours

Core Certificate: Foundations of Leadership – **LEADCORE ‡** *Available September 2020

Core Certificate: Foundations of Planning & Analysis – **PACORE ‡**

Core Certificate: Foundations of Warehousing and Inventory Management – **WIMCORE ‡**

CPPB Prep – **CPPO Prep**

CPPO Prep – **CPPB Prep**

1.7 CEUS/17 Contact Hours

Core Certificate: Foundations in Strategy & Policy – **SPCORE**

Two-day Co-Sponsored Courses - 15 Contact Hours - 15 attendees required for face to face (contact us at events@nigp.org for student requirements for virtual delivery)

Contracting with Federal Funds "Advanced" – **CFFADV**

Contracting with Federal Funds "Intermediate" – **CFFINT**

Effective Contract Writing – **ECW**

FEMA Procurement Requirements and Reimbursement – **FPRR**

Competency Modules - 10 attendees required for face to face; 5 attendees required for virtual
Two modules must be scheduled for the same day if less than 7 hours for face to face delivery.

0.8 CEUs/7.5 Contact Hours

Cost, Price and Value Analysis – **CPVA**

Sourcing & Contracting Methods-- **SRCON**

Transformation & Vision Creation – **TRVIS**

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0.5 CEUs /4.5 Contact Hours

Mission & Public Benefit – **MPB**

0.4 CEUs /4 Contact Hours

Asset & Inventory Management -- **AIM**

Enabling Regulations & Compliance – **ERC**

Ethics, Integrity, Transparency – **EIT**

Evaluation Methods-- **EVALMETH**

Legislation & Legal Environment – **LLE**

Negotiations -- **NEGT**

Requirements Planning and Understanding – **RPU**

Specification Development-- **SPECDEV**

Spend Analysis—**SPEND**

Standardization – **STAND**

One-day Co-Sponsored Courses

7.5 Contact Hours/.8 CEUs - (15) attendees required for face to face (contact us at events@nigp.org for student requirements for virtual delivery)

Adding Value to the Procurement Process – **ROAD**

Preparing for the Age of Licensing – **LCEN**

Procurement Challenges: A Solution Seminar – **PCSOL**

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**Exhibit B
Course Fees and Rebates**

1. Fees and rebates for sponsored for courses are set by the NIGP Finance Council and are in effect for the period of July 1 to June 30 annually. Fees and rebates are subject to change. NIGP will provide notification to Chapter in the event of fee changes during the contract period, at which point chapter may cancel this agreement by notifying NIGP of said intent. For courses scheduled prior to any fee changes, the fees will remain until the new fee period begins.

- 1.1. Standard Fees are as follows:

- 3-day Course - \$595 Member; \$695 Non-Member
- 3-day Prep Course - \$395 Member; \$495 Non-Member
- 2-day Course - \$425 Member; \$525 Non-Member
- 2-day Prep Course - \$395 Member; \$495 Non-Member
- 2-day Co-sponsored Course - \$510 Member; \$610 Non-Member
- 1.5-day Course - \$395 Member; \$495 Non-Member
- 1-day NIGP Course - \$310 Member; \$410 Non-Member
- 1/2-day competency Course - \$155 Member; \$255 Non-Member

Early registration discount \$25

- 1.2 Rebates:

Sponsoring chapter will receive 10% of total gross revenue for each delivered course.