

## **8. INDEPENDENT ORGANIZATIONS MAINTAINING A FORMAL PARTNERSHIP WITH NIGP**

### **Scope**

The purpose of this chapter is to identify those formal partnerships between NIGP and independent organizations and councils that also serve the public procurement profession. These policies define the relationship between each independent organization and NIGP's role and representation with each organization.

### **A. General Conditions and Restrictions**

#### **1. Qualifications**

In addition to the eligibility criteria established by the independent organization and modified from time to time, NIGP representatives to these organizations shall also hold Active or Associate Institute membership (as defined in Section 1 of this Board Policy Manual) for the duration of their service.

- a. If, during his/her term, a sitting NIGP representative fails to maintain one or more of the eligibility requirements established either by the independent organization and/or the Institute, the member shall inform the Talent Council Chair of the situation to include the date of the lost eligibility. The NIGP representative may either resign his/her position on the independent council or may, in his/her best interest, be allowed to re-establish all eligibility requirements within six (6) months following the date of the lost eligibility. If eligibility is not re-established within the six (6) month period, the NIGP representative shall automatically vacate his/her position.

#### **2. Duty of Loyalty**

It is understood that NIGP's representatives to various independent organizations are, at all times, representative of the Institute's vision, mission, strategies, and programs.

- a. If and when the Institute's vision, mission, strategies and programs are in conflict with the vision, mission, strategies

and/or programs of the independent organization, the representatives are obligated to express a conflict of duty to the governing board or committee of the independent organization.

- b. If allowable under the representative's fiduciary duty to the independent organization (defined as an organization where the representative is a member of a governing board with fiduciary responsibilities set forth in the Articles of Incorporation and/or Bylaws), NIGP's position in such a conflict shall prevail.

3. Selection

- a. The Talent Council shall be responsible for on-going recruitment of potential NIGP representatives to Independent Organizations. The Talent Council shall develop and maintain a process for recruitment that optimizes transparency, impartiality and accessibility.

- b. Submission of Candidates by the Talent Council

- (1) By no later than the last day of the fifth month preceding the expiration of a representative's term, the Talent Council shall submit a slate of candidates to the Governing Board for each seat that will become vacant.

- (2) To ensure that the Governing Board has the final authority for making a competitive selection of its NIGP representatives, the Talent Council shall submit a slate of at least two (2) candidates and not more than three (3) candidates for each representative seat unless extenuating circumstances exist which can be expressed to the Board.

- c. Appointment by the Governing Board

- (1) By no later than the last day of the fourth month preceding the expiration of a NIGP representative's term, the Governing Board shall conduct a meeting to finalize all appointments. The Governing Board shall only consider candidates nominated by the Talent Council.

- (2) If the Governing Board cannot make a selection from the list of candidates submitted by the Talent Council, it may reject any or all candidates and require that the Talent Council reconvene and develop a new slate of candidates for consideration. In this case, the Talent Council shall endeavor to submit a new slate of candidates at least two (2) months prior to the expiration of the NIGP Representative's term.

4. Term of Service

The terms of service shall be determined by the independent organization as referenced in Sections B through E.

5. Removal from Service

It is understood that the Governing Board has the right to remove a sitting representative in its best interests, if allowable per the independent organization's policies, once due process is provided.

**B. National Council for Public Procurement and Contracting (NCPPC)**

1. The NCPPC brings together those not-for-profit associations serving the public procurement and contracting profession that share a common mission in order to develop partnerships and programs that benefit the respective association members while influencing and promoting the value and recognition of the profession. NIGP is a charter member of the collaborative agreement that governs the NCPPC.
2. NIGP is entitled to have one (1) voting representative on the NCPPC in accordance with the stipulations outlined in the collaborative agreement.
3. The terms of office for the representative shall be a three-year term commencing on January 1st; renewable once.
4. Service for the unexpired term of a former NCPPC representative shall not count against the limit of two consecutive terms unless the service for the unexpired term was for more than twenty-four (24) months.

5. The NIGP Governing Board shall appoint NIGP's representative to the NCPPC based upon a transparent, competitive process developed by the Council in alignment with the minimum eligibility requirements established for this position.

**C. Achievement of Excellence in Purchasing (AEP) Evaluation Committee**

1. NIGP is a sponsoring member of the AEP Award issued annually by the National Procurement Institute (NPI).
2. NIGP is entitled to have two (2) voting representatives on the AEP Evaluation Committee. The NIGP Governing Board shall appoint the two (2) representatives based upon a transparent, competitive process developed by the Talent Council in alignment with the minimum eligibility requirements established for this position. Preference shall be given to candidates whose agency has previously received the AEP award.
3. The terms of office for the representative shall be a four-year term, renewable once, and running concurrently with the annual evaluation process for the AEP award.
4. Service for the unexpired term of a former AEP Evaluation Committee member shall not count against the limit of two consecutive terms unless the service for the unexpired term was for more than twenty-four (24) months.

**D. Additional Organizational Partnerships**

From time to time, the NIGP Governing Board may determine to establish a formal, strategic relationship with another association or corporation in its best interest. In those cases where official NIGP representation is requested on a partnership board of other governing structures, the NIGP Governing Board shall make such appointments and shall determine the terms of the appointments in its best interest.

**E. Appointment Process for Representatives to Independent Organizations**

1. The Talent Council shall be responsible for establishing any additional minimum eligibility criteria over and above the eligibility requirements established by the independent organization.
2. Current members of the Governing Board or three Councils may serve as a NIGP representative to an independent organization; provided however that any real or perceived conflicts of interest are publicly disclosed.
3. The Talent Council shall be responsible for on-going recruitment of potential representatives to independent organizations and shall develop and maintain a process for recruitment that optimizes transparency, impartiality and accessibility.
4. By no later than the last day of the fifth (5th) month preceding the expiration of a representative's term on an independent organization's board or committee, the Talent Council shall notify NIGP members of the opportunity to submit their credentials for serving as NIGP's representatives. Such notification shall be prominently announced through NIGP's communications network and candidates shall be provided a minimum of twenty-one (21) calendar days to submit their candidacy. If an incumbent is eligible for, and wishes to seek, an additional term this individual shall submit his/her credentials and shall be considered by the Talent Council; with the understanding that the Talent Council is not obligated to submit his/her candidacy to the NIGP Governing Board for re-appointment unless it is in the best interests of the Institute.
5. The assessment process by the Talent Council and the appointment process by the Governing Board shall be completed by no later than the last day of the third (3<sup>rd</sup>) month preceding the expiration of the incumbent's term.

**F. Vacancies by NIGP's Representatives on Independent Organizations**

1. When a NIGP representative vacates his/her position on a board or committee of an independent organization, notification shall be provided to the Chair of the Talent Council.
2. Unless the independent organization has specific bylaws or policies

governing vacancies, such vacancies shall be filled by the Talent Council in a manner consistent with the appointment process. The Talent Council will utilize its best efforts to fill a vacancy within forty-five (45) calendar days after notification of the vacancy is received by the Chair of the Talent Council.

3. Any person so appointed to fill a vacancy shall serve for the unexpired portion of the term; with no assurances that they will be appointed to a full term once the unexpired term is completed.