

**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, 2022 (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 Park, 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 on the Course Request Form, or in Exhibit A attached, or as shown as being available on the NIGP website. Course topics may be added or removed throughout the year. Courses may be delivered virtually or in-person. In-person course requests will be considered on a case-by-case basis and only scheduled in areas with a low risk of COVID-19 contraction. For courses that are approved to be conducted in-person, Chapter agrees to abide by all local, state, and federal laws, recommendations, and requirements for hosting in-person events. It is Chapter’s sole responsibility to know and understand these laws, recommendations and requirements and implement appropriate protocols for safety and cleaning. Chapter may request delivery of courses by completing the Course Request 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 a registration fee based on membership status, and any associated discounts or late fees, as posted on the website. Course registration fees are set by the NIGP Finance Council annually and are outlined in Exhibit B attached. Chapters may make special arrangements with NIGP to pay all or a portion of the registration fees in advance of scheduling the course by contacting the NIGP Events Administrator. NIGP reserves the right to offer discounts on all and any

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

courses.

**3.2 Rebates.** NIGP pays the Chapter a rebate for each sponsored course conducted 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 and actual rate paid per student per course. Rebate percentages are set by the NIGP Finance Council annually and are included in Exhibit B attached. Rebates will not be issued to chapters with unpaid invoices until payment is rendered. Rebates may be paid via ACH for Chapters who provide bank routing information to the NIGP Events Administrator, otherwise will be paid by check to the chapter treasurer to the address on file.

**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 \_\_\_\_\_. In the event the Chapter Contact changes during the term of this agreement, 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. In the event the NIGP Staff Contact changes during the term of this agreement, NIGP will promptly notify Chapter in writing of any such change.

**8. NIGP Responsibilities.** NIGP agrees to:

- 8.1 Assign an instructor for each Course who meets or exceeds the minimum requisite skill sets established for each Course.
- 8.2 Accept and process individual course participant registrations manually or via the NIGP website.
- 8.3 Promote attendance to the course once scheduled.
- 8.4 Provide registrant rosters to the Chapter Representative and designated instructor prior to the start of the course.

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

- 8.5 Notify registrants of cancellations and issue refunds if necessary.
- 8.6 Provide materials for each course. Electronic copies of materials are issued for virtual delivery. Hard copy student workbooks are sent directly to the Course location to the Chapter Representative's attention for distribution on site for in-person delivery.
- 8.7 Pay instructor fees and expenses for each Course.

**9. Chapter Responsibilities.** Chapter agrees to:

- 9.1 Submit completed Seminar Request and Logistics forms to NIGP at least sixty (60) days prior to the desired Course start date.
- 9.2 For in-person courses, provide at no cost to NIGP, a meeting room to conduct the course. The meeting room shall accommodate seating for the number of registered attendees set in pod-style seating (4-6 participants per grouping/table) and shall comply with the Americans with Disabilities Act ("ADA") requirements. If any recommendation or restrictions are in place due to COVID-19, Chapter agrees to follow the requirements and guidelines, and comply with all local, state and federal laws. Meeting rooms shall be equipped with Wi-Fi internet, LCD projector, screen. Chapter shall provide any additional reasonable equipment requests.
- 9.3 For in-person courses, verify that course workbooks and supplemental materials have arrived, and that the workbook title matches the course title.
- 9.4 For in-person courses provide on-site administrative assistance for the first half of the first day of each course, including but not limited to, a) greeting the instructor, b) ensuring completion of course participant registration form by each attendee, c) distribute course attendee sign in sheets, and d) distribute any course materials to students.
- 9.5 For in-person courses, provide on-site administrative assistance for the second half of the last day of each course, including but not limited to: a) collecting course participant registration forms, and b) collecting student sign-in sheets, which shall be signed by the course instructor.
- 9.6 For in-person courses, email student sign-in sheets and participant registration forms to [events@nigp.org](mailto:events@nigp.org) within 24 business hours of the end of the course.
- 9.7 For in-person courses, return unused workbooks to NIGP at the chapter's sole expense. Workbooks should be mailed to NIGP, 2411 Dulles Corner Park, Ste 350, Herndon, VA, Attn: Bookstore.
- 9.8 For all courses, promote scheduled courses to chapter members.

**10. Course Cancellation Policy.** In the event Chapter is unable to meet the minimum attendee requirements for a scheduled Course, the parties may mutually agree in writing to cancel or reschedule that Course without penalty. For virtual courses, cancellation must occur at least seven (7) days in advance. For in-person courses, cancellation must occur at least thirty (30) days in advance. In the event Chapter meets the minimum attendee requirements for either virtual or in-person courses that are confirmed at either seven (7) days for virtual or thirty (30) days for in-person prior to the course date but cancels the Course for any reason, Chapter shall be liable to NIGP for all expenses incurred in connection with the Course upon notification of such cancellation. NIGP reserves the right to cancel any course. If NIGP cancels, there are no penalty charges assessed to the Chapter.

**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").

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

“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 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

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

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 or impracticable 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.

**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.

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

**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:**

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**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.

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

National Institute of Governmental Purchasing Inc., (NIGP)

Signature  \_\_\_\_\_

Print Name \_\_\_\_\_ Carrie Winter \_\_\_\_\_

Title \_\_\_\_\_ Director, Events and Program Delivery \_\_\_\_\_

Date: \_\_\_\_\_ 6/27/22 \_\_\_\_\_

CHAPTER

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

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

**Exhibit A - 2022**

This is a current list as of June 22, 2022. A current list of courses is available on the [website](#).

**Three-day NIGP Courses**

Minimum requirements: 10 attendees for in-person/5 attendees for virtual

**2.3 CEUs/22.5 contact hours**

Core Certificate: Foundations of Sourcing and Contracting

Specialization Certificate: Construction Procurement

**2.8 CEUs/27.5 contact hours**

Specialization Certificate: Technology Procurement

**Two-day NIGP Courses**

Minimum requirements - 10 attendees for in-person/5 attendees for virtual

**1.5 CEUs /15 Contact Hours**

Specialization Certificate: Cloud Procurement

Core Certificate: Foundations of Leadership

Core Certificate: Foundations of Planning & Analysis

Core Certificate: Foundations of Warehousing and Inventory Management

Competency Module: Talent Recruitment and Development, Succession Planning

**Two-Day Co-Sponsored Course**

Minimum requirements - 15 attendees for in-person and virtual

**15 Contact Hours**

Effective Contract Writing

**Two-Day NIGP Courses**

**1.6 CEUs/16 Contact Hours**

Advanced Legislation and Legal Environment

Competency Module: Contract Management and Performance

Competency Module: Expert Market Analysis

Competency Module: Program Implementation and Management

Competency Module: Relationship Management

**1.7 CEUs/17 Contact Hours**

Core Certificate: Foundations of Strategy & Policy

**Prep Courses**

Minimum requirements - 15 attendees for in-person/10 attendees for virtual

**15 Contact Hours**

CPPB Prep

CPPO Prep

Minimum requirements - 5 attendees for virtual

**0.8 CEUs/7.5 Contact Hours**

NIGP-CPP Module A Prep

NIGP-CPP Module B Prep

**One-day NIGP Courses**

**0.8 CEUs/7.5 Contact Hours**

Specialization Certificate: Using Federal Grant Funds

Specialization Certificate: Job Order Contracting



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

## Competency Modules

Must schedule two competencies back-to-back on one day if less than 8 hours and in-person. You may schedule half-day competencies in a virtual setting.

Minimum requirements: 10 attendees for in-person/5 attendees for virtual

### 1.1 CEUs /10.5 Contact Hours (scheduled over 2 days)

Business Management and Continuity

#### .8 CEUs/7.5 Contact Hours

Cost, Price, and Value Analysis  
Driving Change, Innovation & Agility  
Internal Customers: Advice and Expertise  
International Procurements  
Logistics and Transportation  
Market Analysis & Forecasting  
Social Responsibility  
Sourcing & Contracting Methods  
Technology Management  
Transformation & Vision Creation

#### .4 CEUs/4 Contact Hours

Advanced Spend Analysis  
Assets & Inventory Management  
Communication Strategies  
Economics, Budget & Financial Management  
Enabling Regulations and Compliance  
Ethics, Integrity, Transparency  
Evaluation Methods  
Legislation and Legal Environment  
Mission & Public Benefit  
Negotiations  
Problem Solving & Critical Thinking  
Protests and Appeals  
Quality Assurance, Inspection & Acceptance  
Requirements Planning & Understanding  
Risk Analysis  
Specification Development  
Spend Analysis  
Standardization  
Surplus, Disposal and Closeout

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

**Exhibit B  
Course Fees and Rebates**

1. Fees and rebates 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.

- 1.1. Virtual Course Delivery Registration Fees are as follows:

3-day Course - \$625 Member; \$725 Non-Member  
CPPB or CPPO Prep Course - \$395 Member/Non-Member  
2-day Course - \$445 Member; \$545 Non-Member  
2-day Co-sponsored Course - \$535 Member; \$635 Non-Member  
1.5 day NIGP Courses - \$415 Member; \$515 Non-Member  
1-day NIGP Course - \$325 Member; \$425 Non-Member  
NIGP-CPP Prep Course - \$195 Member/Non-Member (only available for virtual delivery)  
1/2-day NIGP Course - \$165 Member; \$265 Non-Member (only available for virtual delivery;  
two ½ courses must be scheduled for same day delivery for in-person)

In-person Course Delivery Registration fees are as follows:

3-day Course - \$655 Member; \$755 Non-Member  
CPPB or CPPO Prep Course - \$395 Member/Non-Member  
2-day Course - \$470 Member; \$570 Non-Member  
1.5 day NIGP Courses - \$435 Member; \$535 Non-Member (delivered over two days)  
2-day Co-sponsored Course - \$560 Member; \$660 Non-Member  
1-day NIGP Course - \$340 Member; \$440 Non-Member

Early registration discount \$25 available 60+ days prior to the course start date.

- 1.2 Rebates:

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