



## CO-MARKETING AGREEMENT

This Co-Marketing Agreement ("**Agreement**") is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date") and is entered into by and between the Institute of Hazardous Materials Management (IHMM), hereafter referred to as the "**Institute**", a nonprofit corporation incorporated under the laws of the District of Columbia, located at 11900 Parklawn Drive, Suite 450, Rockville, MD, 20852, and

\_\_\_\_\_,  
hereafter referred to as "**Sponsor**", with its principle business located at

### WITNESSETH:

**WHEREAS**, The Institute and Sponsor both recognize the benefits of a collaborative partnership to gain recognition for hazardous materials professionals, and

**WHEREAS**, The Institute provides credentialed recognition and certification programs to those professionals engaged in the management and engineering control of hazardous materials who have attained the required level of education, experience, and competence, and provides government, industry, and academia with a mechanism for identifying hazardous materials management professionals who have fulfilled the requirements for credentialing and certification by a professional peer group, and

**WHEREAS**, The Institute offers its partners exposure to a global audience of IHMM certificants through our Web site, publications, Webinars, e-newsletters, and our affiliation with various other industry partners, such as the Alliance of Hazardous Materials Professionals (AHMP), and

**WHEREAS**, Sponsor fosters the professional development of IHMM certificants by offering activities that meet the requirements as specified in the *Guidelines for Providers of Professional Development Activities for the Certified Hazardous Material Manager (CHMM) Credential*, and jointly advocating for the public recognition of the value of the Institute's and other environmental, health, safety, and security (EHS&S) credentials and certification programs, the standards they represent, and the professionals who uphold them, and

**WHEREAS**, Both parties agree to hereby form a partnership, act in good faith, and make best efforts to use their collaborative efforts and expertise to advance the hazardous materials management profession, the industry, and the Institute's credentialing and certification programs.

**NOW THEREFORE**, in consideration of the promises and mutual covenants and agreements contained and/or referenced herein, the parties hereto agree as follows:

### 1. COOPERATIVE EFFORTS

Parties agree to work cooperatively through the partnership to provide outreach, communication, and professional expertise by:

- a. Promoting communication among hazardous materials managers about various aspects of hazardous materials management.
- b. Promoting the Institute's credential and certification programs as exemplifying the standard of excellence in the field of hazardous materials management and encouraging individuals in the profession to pursue and maintain such credentials and certifications as offered by the Institute.
- c. Promoting the practice of hazardous materials management according to the highest standards of ethics and integrity.
- d. Promoting Sponsor programs, products and services including, but not limited to, professional development and educational opportunities that support an individual's interest in obtaining or retaining one of the Institute's credentials or certifications.

## 2. WEB SITE HYPERLINKS

The Institute and Sponsor agree to provide each other with hyper linked logos together with a 50-word description which will be prominently displayed on each other's Web site with placement as mutually agreed.

## 3. PUBLICATIONS AND ELECTRONIC NEWSLETTERS

The Institute and Sponsor agree to provide each other with hyper linked logos together with a 50-word description which will be prominently displayed as part of each other's publications and electronic newsletters as mutually agreed.

## 4. PROFESSIONAL DEVELOPMENT ACTIVITIES PROVIDED BY SPONSOR

- a. Sponsor agrees to provide professional development activities that meet the requirements as specified in the *Guidelines for Providers of Professional Development Activities for the Certified Hazardous Material Manager (CHMM) Credential*.
- b. Upon request by the Institute, Sponsor agrees to provide the following materials and information:
  - i. Name, date, and location of each professional development event (e.g., "Seminar on Managing Solid and Hazardous Wastes, Atlanta, GA, October 15, 2008").
  - ii. A brief description of the material to be covered (a curriculum for multi-day events).
  - iii. A daily schedule for determining the contact time (e.g., 8 AM–5 PM, with 1 hour lunch).
  - iv. Name(s) of instructor(s) or trainer(s) and a brief description of their qualifications or credentials.
  - v. A brief description of the event's relevance to hazardous materials management and related areas.
  - vi. A copy of the brochure, if the event is a conference with simultaneous sessions offered.
- c. IHMM does not evaluate activities or pre-approve Sponsor's activities for CMP credit. However, for those professional development activities conducted by Sponsor that meet the requirements as specified in the *Guidelines for Providers of Professional Development Activities for the Certified Hazardous Material Manager (CHMM) Credential*, Sponsor may state that Sponsor program(s):

**"Meet the requirements as a qualified activity under IHMM's Recertification Program for the CHMM credential and participants should be eligible for \_\_\_\_\_ CMPs"**

*NOTE: The number of CMPs is calculated based upon either: (a) Actual contact time of one (1) CMP for each one (1) hour (defined as a 60-minute period) in sessions, training, or on task—breaks and meal times do not count toward contact hours, or (b) Five (5) CMPs per college credit.*

## 5. TERM

This Agreement shall commence on the Effective Date hereof and shall continue for three (3) years. This Agreement shall automatically renew for an additional three (3) year term unless either party notifies the other in writing no later than sixty (60) days before the end of the term that it wishes to terminate this Agreement.

**6. ACKNOWLEDGEMENT**

Sponsor acknowledges that and agrees to clearly identify the Institute as the issuer of the Institute’s credentials and certifications, and to refer all inquiries regarding the official status of an individual’s credential or certification, or the requirements for certification or recertification of a credential, to the Institute.

The Institute acknowledges that and agrees to clearly identify Sponsor as one of the organizations that provides professional development activities that are relevant to the Institute’s credentials and certifications.

**7. BEST EFFORTS**

The Institute and the Sponsor agree to use their best efforts and cooperate in the performance of this Agreement so that its intent and purposes may be successfully carried out.

**8. NONAGENCY RELATIONSHIP**

The Institute and Sponsor agree that this Agreement is not intended to create an agency relationship of any kind; and both agree not to contract any obligations in the name of the other, to use each other's credit in conducting any activities, nor represent that either party is in the business of providing the products and/or services provided by the other party.

**9. CONFIDENTIALITY**

The Institute and Sponsor recognize that during the term of this Agreement, each may possess certain confidential information about the business of the other, including, but not limited to, membership lists and other documents, data, records, and other information. Therefore, the parties agree that all such information shall be held in confidence and each will not divulge such information to any person (other than for use under this Agreement) without the express written consent of the other. Each party also agrees that it will adopt reasonable precautions to guard against unauthorized release of such information, and that it will not use such information in any manner that will unfairly benefit itself or damage the other party. Each party agrees to return to the other all confidential business information pertaining to the other upon termination of this Agreement.

**10. WAIVER**

Either party’s waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

**11. NOTICES**

Notices required under this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by express mail; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered to the party whose address has been changed.

If to the Institute: Executive Director, Institute of Hazardous Materials Management  
11900 Parklawn Drive, Suite 450 Rockville, MD 20852

If to the Sponsor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. GOVERNING LAW**

This Agreement shall be governed in all respects, except as to conflicts of laws, by the laws of the State of Maryland.

**13. SEVERABILITY**

If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect.

**14. AMENDMENT**

This Agreement may be amended only by writing clearly setting forth the amendments and signed by both parties.

**15. TERMINATION**

This Agreement may be terminated by either party upon providing 60 days notice in writing to the other party.

**16. WARRANTY**

Each party warrants that the individual signing this Agreement on its behalf is duly authorized to do so by its respective Board of Directors.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its duly authorized agent.

For the Institute of Hazardous Materials Management

By: \_\_\_\_\_

Name: James M. Gaidry

Title: Executive Director

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

For \_\_\_\_\_ (“Sponsor”)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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