

IAEE CEM Preferred Provider Agreement

This CEM Preferred Provider Agreement (“Agreement”) is entered into on DATE by an authorized representative of a preferred provider applicant and is effective on the date that the preferred provider application is accepted by the International Association of Exhibitions and Events (IAEE).

WITNESSETH

WHEREAS, IAEE offers a Certified in Exhibition Management® (“CEM”) certification program and, to apply for or recertify for CEM designation, CEM professionals can participate in continuing education (“CE”) activities; and

WHEREAS, IAEE collaborates with various organizations that provide CE to CEM designee to ensure CEM designees have access to a variety of quality CE opportunities through IAEE’s CEM Preferred Provider Program (the “Program”); and

WHEREAS, the undersign company (“Company”) desires to participate in the Program under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants expressed herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Obligations of Company.

- a. Company acknowledges and agrees to comply with and be bound by IAEE’s CEM Preferred Provider Program Policies (the “Policies”), as updated from time to time and available here: <https://www.iaee.com/cem-preferred-provider-program/>
- b. Company shall provide a session review form for each CE event provided by Company. IAEE, at its sole discretion, has the authority to deny any session(s) if Company violates the Policies, or if any session does not align with the CEM Blueprint. Consistent with the payment terms outlined in the Policies, a late fee shall be charged for any session submitted retroactively for review.
- c. Company shall retain course materials for a period of five (5) years following the course’s completion and shall make such materials available to IAEE upon request.
- d. Company shall submit CE rosters to IAEE within fourteen (14) days of completion of a conference or meeting, consistent with the file requirements on IAEE’s website.

Data Protection. To the extent that CE rosters provided by Company to IAEE contain the Personal Data of Data Subjects located in the European Union (“EU”), the United Kingdom, and/or Switzerland (collectively referred to herein is “European Personal Data”), Company shall ensure

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that it has the right to provide such European Personal Data to IAEE pursuant to the EU's General Data Protection Regulation (2016/679) ("GDPR"). IAEE shall process any European Personal Data included on the CE rosters only for the limited purpose of IAEE recording CEM continuing education credit for any of IAEE's members whose information is included in the European Personal Data on any CE roster.

2. Term and Termination.

- a. Term. The term of this Agreement shall begin on the Effective Date stated and remain effective for 12 months upon payment of the then-applicable fees specified by IAEE. The agreement will automatically renew for 12 months year upon approval of renewal by IAEE and payment by the Company of the annual then-applicable fees specified by IAEE.
- b. Termination. This Agreement may be terminated by either party in the event of a material breach by the other party that has not been cured within five (5) business days after written notice thereof from the non-breaching party. This Agreement also may be terminated if a force majeure event beyond the control of either party makes the continuation of the Program illegal, impossible or commercially impracticable.

3. Payment. Company shall provide payment to IAEE consistent with the payment tier selected by Company and the payment terms outlined in the Policies.

4. Publicity. Solely for purposes of promoting the Company's participation in the Program each party may use the name of the other as specified in IAEE's CEM Preferred Provider Policies. In the event of termination of this Agreement, Company shall immediately remove all CEM Preferred Provider and IAEE trademarks and related approval language from its website and all marketing materials.

5. Use of IAEE and/or CEM Trademarks. Once approved for preferred provider status, an organization shall state only the following in conjunction with its IAEE-approved continuing education programs, and no other uses of the IAEE name or trademarks are permitted:

"[Name of Provider] has been accepted by the International Association of Exhibitions and Events® (IAEE) as a CEM Preferred Provider of the below-listed continuing education courses, which courses qualify for CEM recertification credit.

Determination of continuing education credit eligibility or Preferred Provider status does not imply IAEE's endorsement or assessment of education quality.

Participants consent to Preferred Provider providing their personal data to IAEE for the sole purpose of IAEE recording credits for any IAEE members and non-members.

6. Independent Parties. IAEE and Company are acting as independent contractors and not as

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an agent of, or partner or joint ventures with the other party.

7. Indemnification. Each party will indemnify, defend, and hold the other party and its respective officers, directors and employees harmless from any third-party claims, losses, injuries, or other damages (including reasonable attorney's fees) arising out of the negligence or willful misconduct of the indemnifying party, its employees, agents or contractors in the performance or breach of this Agreement including claims arising out of or related to Company's education programs. The terms of this Agreement shall survive the termination or expiration of this Agreement.
8. Assignment. Neither party shall assign its rights or duties under this Agreement without the prior written consent of the other party.
9. Entire Agreement; Modifications. This is the entire agreement between the parties regarding the subject matter herein and supersedes all prior agreements and understandings between the parties regarding such subject matter. This Agreement may not be altered, amended or modified except by written document signed by all parties.
10. Governing Law; Attorney's Fees. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive jurisdiction and venue for disputes arising under this Agreement shall reside in courts seated in Dallas, Texas.

In submitting this preferred provider application, I and my organization fully understand that it is an application only, does not guarantee CEM Preferred Provider status, and any approval or denial of continuing education credit for any of our programs is at the sole discretion of IAEE and may not be appealed. I and my organization further understand that any false statement or misrepresentation by us may result in the revocation of this application or preferred provider status.

I and my organization understand and agree that if my organization is accepted as a preferred Provider, we authorize IAEE to include the organization in a list of Approved Providers with our organization contact information.

As an authorized representative with authority to bind the applicant organization, I have read and agree to the CEM Preferred Provider Agreement and if my organization is accepted as a CEM Preferred Provider by IAEE, it shall abide by such Agreement and all CEM Preferred Provider policies issued by IAEE.

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IAEE:

Signature: _____

Print Name: _____

Date: _____

COMPANY:

Signature: _____

Print Name: _____

Date: _____

CEM Preferred Provider

Organization Contact Information. To be listed on IAEE's website

Organization Name: _____

Website: _____

Organization Primary Contact. To be used for the organization's administrator account on IAEE's website.

Contact Name: _____

Email: _____

2024 Preferred Provide Fees

1 Program

Not-for-Profit \$250 USD

For-Profit \$350 USD

Unlimited Programs

Not-for-Profit: \$1,000 USD

For-Profit: \$1,100 USD

To be invoiced by IAEE within three business days.