

Preferred Provider Agreement



This Preferred Provider Agreement (“Agreement”) is entered into on _____ by an authorized representative of a preferred provider applicant and is effective on the date that the preferred provider application is accepted by the Events Industry Council (“EIC”).

WITNESSETH:

WHEREAS, EIC offers a Certified Meeting Professional (“CMP”) certification programme and, to apply for or recertify for CMP designation, CMP professionals must participate in continuing education (“CE”) activities; and

WHEREAS, EIC collaborates with various organisations that provide CE to CMP designee to ensure CMP designees have access to a variety of quality CE opportunities through EIC’s Preferred Provider Programme (the “Programme”); and

WHEREAS, the undersign company (“Company”) desires to participate in the Programme 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 EIC’s Preferred Provider Programme Policies (the “Policies”), as updated from time to time and available here: <https://www.eventscouncil.org/CMP/Preferred-Providers/Preferred-Provider-Policies>.
- b. Company shall provide a session review form for each CE event provided by Company. EIC, 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 CMP International Standards. 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 EIC upon request.
- d. Company shall submit CE rosters to EIC within fourteen (14) days of completion of a conference or meeting, consistent with the file requirements on EIC’s website.

2. Data Protection. To the extent that CE rosters provided by Company to EIC 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”), the provisions of this Section 2 shall apply. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the EU’s General Data Protection Regulation (2016/679) (“GDPR”).

- a. Each party to this Agreement shall be an independent Controller of European Personal Data and will individually determine the purposes and means of its Processing of European Personal Data. Each party will comply with the obligations applicable to it under the GDPR with respect to the Processing of European Personal Data. Notwithstanding the foregoing, nothing in this Section 2 shall modify any restrictions applicable to either party’s rights to use or otherwise Process European Personal Data under this Agreement.

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- b. The parties shall cooperate to implement appropriate security measures prior to and during Processing of any European Personal Data to protect against, without limitation, the accidental, unlawful or unauthorized access to or use of European Personal Data and ensure a level of security appropriate to the risks presented by the Processing activities. The parties shall treat European Personal Data as confidential information.
- c. Company shall be responsible for the accuracy, quality, and legality of its collection of European Personal Data and the means by which Company uses and Processes European Personal Data. Company represents and warrants that it has obtained any and all necessary permissions from Data Subjects to provide European Personal Data to EIC.
- d. The parties hereby agree to enter into the Controller to Controller Standard Contractual Clauses 2004 (Set II) (Commission Decision 2004/915/EC) (“Controller-to-Controller Model Clauses”), the terms of which are hereby incorporated into this Agreement. For the purposes of the Controller-to-Controller Model Clauses, Company is the data exporter and EIC is the data importer. For the purposes of Annex B to the Controller-to-Controller Model Clauses, (i) the Data Subjects are those individuals whose Personal Data is included in the CE rosters provided by Company to EIC under this Agreement; (ii) the purpose of the transfer is to track CMP professional attendance of CE events; (iii) the categories of Personal Data are names and e-mail addresses; (iv) the recipients of the personal data is EIC and its third-party service providers; (v) no categories of sensitive data will be transferred; (vi) there is no applicable data registration information; (vii) the contact points for data protection queries are the individuals identified in Section 8 of this Agreement. For the purposes of Clause II(h) of the Controller-to-Controller Model Clauses, Customer hereby selects option (iii) and agrees to be governed by and comply with the data processing principles set out in Annex A to the Controller-to-Controller Model Clauses.

3. Term and Termination.

- a. Term. The term of this Agreement shall begin on the Effective Date stated through 31 December of the same calendar year upon payment of the then-applicable fees specified by EIC. The agreement will automatically renew for the next calendar year upon successful payment of the annual then-applicable fees specified by EIC.
- 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 Programme illegal, impossible or commercially impracticable.

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

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

6. Use of EIC Trademarks. Once approved for preferred provider status, an organisation shall state only the following in conjunction with its EIC-approved continuing education programmes, and no other uses of the EIC name or trademarks are permitted:

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"[Name of Provider] has been accepted by the Events Industry Council (EIC) as a Preferred Provider of the below-listed continuing education courses, which courses qualify for CMP continuing education credit. Determination of continuing education credit eligibility or Preferred Provider status does not imply EIC's endorsement or assessment of education quality."

7. Independent Parties. EIC and Company are acting as independent contractors and not as an agent of, or partner or joint venturer with the other party.
8. 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 in its performance relating to this Agreement.
9. Assignment. Neither party shall assign its rights or duties under this Agreement without the prior written consent of the other party.
10. 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.
11. Governing Law; Attorney's Fees. This Agreement shall be governed by and construed under the laws of the District of Columbia, without regard to its conflict of laws principles. In any dispute arising out of this Agreement, the prevailing party shall have its reasonable costs and attorney's fees paid by the other party.

In submitting this preferred provider application, I and my organisation fully understand that it is an application only, does not guarantee Preferred Provider status, and any approval or denial of continuing education credit for any of our programmes is at the sole discretion of EIC and may not be appealed. I and my organisation 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 organisation understand and agree that if my organisation is accepted as a Preferred Provider, we authorize EIC to include the organisation in a list of Approved Providers with our organisation contact information.

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

Signature: _____

Print Name: _____

Organisation: _____

Date: _____

Preferred Provider 2020 Fee Schedule



Organisation Contact Information. To be listed on EIC's website

Organisation Name: _____

Website: _____

Organisation Primary Contact. To be used for the organisation's administrator account on EIC's website.

Contact Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____

2020 Tier. To be invoiced by EIC within 3-business days.

	Nonprofit Rate*	For Profit Rate
Single Session (1 event)	\$250 USD	\$300 USD
Level 1 (2-15 events)	\$440 USD	\$525 USD
Level 2 (16-50 events)	\$625 USD	\$750 USD
Level 3 (51-100 events)	\$940 USD	\$1125 USD
Level 4 (101-250 Events)	\$1250 USD	\$1500 USD
Level 5 (250+ Events)	\$1875 USD	\$2250 USD

***Please submit documentation of nonprofit status with this form to receive nonprofit rate.**