

IAEE CEM Preferred Provider Agreement

This CEM Preferred Provider Agreement (“Agreement”) is entered into as of _____ by and between the authorized representative of the Preferred Provider applicant (“Company”) and the International Association of Exhibitions and Events® (IAEE). This Agreement becomes effective on the date IAEE accepts the Company’s Preferred Provider application (“Effective Date”).

RECITALS

WHEREAS, IAEE administers the Certified in Exhibition Management® (“CEM”) certification program, through which CEM professionals may earn clock hours/credits to maintain their CEM designation;

WHEREAS IAEE collaborates with organizations that provide professional continuing education (“PCE”) opportunities to CEMs through the CEM Preferred Provider Program (the “Program”) to ensure access to high-quality PCE opportunities; and

WHEREAS the Company desires to participate in the Program under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Obligations of Company

- a. Company agrees to comply with the IAEE CEM Preferred Provider Program Policies (“Policies”), as amended from time to time and available at: <https://www.iaee.com/cei-preferred-provider-program/>
- b. Company must provide a session evaluation form for each PCE event. IAEE reserves the right, in its sole discretion, to deny approval of any session that violates the Policies or does not align with the CEM Blueprint. A late fee, as outlined in the Policies, will apply to any session submitted for retroactive review.
- c. Company must retain course materials for three (3) years following course completion and make those materials available to IAEE upon request.
- d. Company must submit PCE rosters to IAEE within fourteen (14) days after the conclusion of each event containing the following information in an Excel document: **IAEE Member ID, Name, Title, Company, Address, City, State, Zip code, Country and Email.**

Data Protection. To the extent that PCE rosters contain Personal Data relating to individuals located in the European Union (“EU”), the United Kingdom, or Switzerland (collectively, “European Personal Data”), Company represents that it has the legal right to provide such data to IAEE in accordance with the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and any other applicable privacy laws. IAEE will process European Personal Data solely for the purpose of recording CEM continuing education credits for applicable IAEE members included on the

roster.

2. Term and Termination

- a. **Term.** This Agreement begins on the Effective Date and remains in effect for twelve (12) months upon payment of the then-current applicable fees established by IAEE. This Agreement does not automatically renew. It may be renewed upon request.
- b. **Termination.** This Agreement may be terminated by either party in the event of a material breach by the other party that is not cured within five (5) business days after written notice from the non-breaching party. This Agreement also may be terminated if a force majeure event beyond the control of either party makes continuation of the Program illegal, impossible, or commercially impracticable.

3. Payment/Fees

Company must provide payment to IAEE in accordance with the payment tier selected by Company and the payment terms outlined in the Policies. Company will be invoiced upon approval. Fees are listed below:

One (1) Program

Not-for-Profit: \$250 USD | For-Profit: \$350 USD

Unlimited Programs

Not-for-Profit: \$1,000 USD | For-Profit: \$1,100 USD

4. Publicity

Solely for the purpose of promoting Company's participation in the Program, each party may use the other's name as specified in the IAEE CEM Preferred Provider Program Policies. Upon termination of this Agreement, Company must immediately remove all CEM Preferred Provider and IAEE trademarks, along with any related approval language, from its website and marketing materials.

5. Use of IAEE and/or CEM Trademarks

Upon approval as a CEM Preferred Provider, Company may use only the following statement in connection with IAEE-approved continuing education programs:

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

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

By participating, individuals consent to the Preferred Provider sharing their personal information with IAEE solely for the purpose of recording CEM professional continuing education credits for IAEE members and non-members."

6. Independent Parties

IAEE and Company are independent contractors and are not agents, partners, or joint venturers of one another.

7. Indemnification

Each party will indemnify, defend, and hold harmless the other party and its respective officers, directors, and employees from any third-party claims, losses, injuries, or damages (including reasonable attorneys' fees) arising from the indemnifying party's negligence, willful misconduct, or breach of this Agreement, including claims arising from Company's professional continuing education programs. This provision survives the termination or expiration of this Agreement.

8. Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

9. Entire Agreement; Modifications

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, understandings, and representations relating to that subject matter. This Agreement may be amended only by a written document signed by both parties.

10. Governing Law; Attorney's Fees

This Agreement is governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. The parties agree that exclusive jurisdiction and venue for any dispute arising under this Agreement shall be in the state or federal courts located in Dallas, Texas.

Applicant Certification

By submitting this Preferred Provider application, Company acknowledges that submission does not guarantee approval as a CEM Preferred Provider. IAEE has sole discretion to approve or deny Preferred Provider status and continuing education credit eligibility, and such decisions are final and not subject to appeal. Any material misrepresentation or false statement may result in denial or revocation of Preferred Provider status.

If accepted as a CEM Preferred Provider, Company authorizes IAEE to include the organization's name and a link to their website in its list of approved [CEM Preferred Providers](#).

By signing below, the authorized representative certifies that they have the authority to bind the applicant organization, have read and agree to this Agreement, and agree that, if approved as a CEM Preferred Provider, the organization will comply with this Agreement and all applicable IAEE CEM Preferred Provider Policies.

IAEE:

Signature: _____

Print Name: _____

Date: _____

COMPANY:

Signature: _____

Print Name: _____

Date: _____