

Association of Proposal Management Professionals (APMP)
Approved Training Organization Agreement

This Agreement is made and entered into on this ____ day of _____, ____ (“Effective Date”) by and between the Association of Proposal Management Professionals, Inc., a Utah nonprofit corporation with its Principal Place of Business at 20130 Lakeview Center Plaza, Suite 400, Ashburn Virginia, 20147, USA (“APMP”, and _____ *ATO Company Name*, a _____ *State and Type of Company*, with its Principal place of business at _____ “Company”) for purposes of establishing status as an APMP Approved Training Organization (“ATO”). Each will be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS APMP offers examinations and accreditation for several certifications, micro-certifications and other qualifications (APMP Foundation Level, the APMP Practitioner OTE, the APMP Capture Practitioner OTE, a full listing can be found at [Signature APMP Certifications - APMP](#)) and those credentials are widely respected in the bid and proposal industry;

WHEREAS Company wishes to offer APMP training (for CEUs/CPDs) for applicants and holders of APMP’s certifications and micro-certifications;

WHEREAS APMP wishes to allow for Company to offer APMP training and exam administration to certificant on its behalf, and gives credibility to Company’s trainings;

WHEREAS the ATO Program extends APMP’s reach to the industry, and allows APMP to serve communities that couldn’t be reached by APMP, based solely on its own;

WHEREAS APMP’s mission is to improve and support the Bid and Proposal industry, and one of the ways it does so is by creating more qualified, better bid and proposal professionals through training and certification;

AND WHEREAS, in order to protect the value of its training and certifications, reputation and other intellectual property, and to achieve the goals of the ATO Program, APMP needs to ensure that approved training organizations are supportive of APMP’s mission and are dedicated to helping APMP further its mission in serving the Bid and Proposal Industry.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. Approved Training Organization Program

- A. Definition: An Approved Training Organization (“ATO”) is an organization approved by APMP to provide APMP Foundation, APMP Practitioner and APMP Capture Practitioner, Microcertification and other related training to industry members and APMP members,

and to administer the attendant examinations as part of or in conjunction with those training sessions.

B. Authorization: Subject to initial and continued compliance with the terms and conditions detailed in this Agreement, APMP hereby authorizes Company to serve as an ATO.

C. To Apply: All ATOs will have successfully completed an ATO interview. The interview process includes the vetting and review, payment of fees, approval of trainer notes and the training deck, product knowledge interview, live assessment and final approval. APMP requires its ATOs to adhere to the terms and conditions of this Agreement.

2. Rights of an ATO

A. Intellectual Property (IP)

(i) APMP Trademarks: As an ATO, during the term of this Agreement, the Company will have a limited, non-sublicensable, royalty-free license to use APMP's name and logo, as well as the names and logos of APMP's different examinations for which they are providing training. The use of these trademarks will be used solely for the purposes of advertising the trainings and for referring to the Company as an APMP ATO.

(ii) APMP Materials/Training: As an ATO, Company will be granted a limited, non-sublicensable, royalty-free license to use APMP's copyrighted and trademarked training packets and information. This information shall be used solely for purposes of designing and presenting Company's courses as an APMP ATO. Company will only use APMP's materials subject to the restrictions in this document, as well as other guidelines that may be amended or added by APMP, in its sole discretion, from time to time. Any use of APMP materials must have proper attribution.

(iii) IP Restrictions: All use of APMP's intellectual property is subject to the restrictions described in Section 13 below.

B. Recognition: As an ATO, Company will be recognized by APMP as an ATO and will be included in APMP's list of ATOs, which is available upon request or through APMP's website at [Approved Training Organizations - APMP](#).

3. Fees

A. Set Up Fee: Company shall pay an initial fee of USD \$500 to become an ATO. This fee will cover the initial evaluation of the company for fitness as an ATO.

B. Approved Trainer: Company shall pay a fee of USD \$250 for evaluation and licensing of each Approved Trainer, including, but not limited to the ATO's lead trainer. Payment of the fee is due with the application for any approved trainer.

C. Annual License/Audit Fee: Company shall pay an annual fee of USD \$250, for all years, including the first year, for the annual intellectual property license as well as for audit of the Company's practices to continue as an ATO.

D. Payment Terms: Payment of the Set Up fee, Annual License fee and Approved Trainer fee for the Lead Trainer will be due prior to APMP granting ATO status to Company.

(i) Prior to the end of each year thereafter, APMP will invoice Company for the following year and payment will be due no less than sixty (60) days after receipt of the invoice.

(ii) In the event that payment is not received prior to the due date, APMP will automatically suspend ATO status until payment is received. In the event ATO status is suspended, Company will cease using APMP's materials or any other rights granted in Section 2.

(iii) If payment is not received within sixty (60) days of the due date, this Agreement will automatically terminate and ATO status will be revoked. ATO will have the right to apply for status as a new ATO, subject to the terms and fees for new ATOs as outlined in Section 1C and elsewhere in this Agreement and the Guidelines for Approved Training Organizations.

4. Responsibilities of an ATO

A. Lead Trainer: Company must, at all times, maintain a lead trainer who is certified/approved by APMP to provide training in each certification for which Company provides training. This may be different Lead Trainers for each certification. All staff members providing training on behalf of Company must be certified/approved by APMP, whether or not they are Lead Trainers. Company and Lead Trainers will comply with all requirements listed in the Guidelines for Approved Training Organizations, which may change from time to time.

B. Fees: Company must pay all initial fees, as well as annual fees due.

C. Course Materials: Company will be given copies of APMP training materials described below for the Foundation Level certification, Capture Practitioner, Practitioner certifications, Microcertifications and other related trainings. Company will be responsible for training notes, and revising the training deck if they wish to, and as required to obtain approval by APMP of course materials, and must obtain approval for any changes to course materials, subject to any guidelines provided by APMP from time to time. All Course Materials must include proper attribution of APMP and other materials.

D. Staffing: Company must have sufficient staff to complete all administrative tasks and provide the necessary customer service associated with being an ATO.

E. Reputation: In order to maintain the value of APMP's credentials, as a steward of APMP's training and certifications, Company must maintain a good public reputation for itself and for APMP, which includes avoiding disparaging APMP, its credentials, trainings, other products and partners with its members or the public.

F. Protect Intellectual Property: Company must protect APMP's intellectual property in compliance with the Intellectual Property provisions in Section 13.

G. APMP Policies: As an ATO, Company is a valuable member of, and contributor to, the APMP community, Company, as well as its executives and trainers, must comply with APMP Policies, including but not limited to the APMP Code of Ethics and Professional Responsibility. APMP's [policies and Code of Ethics and Professional Responsibility](#) are located on the APMP website, and may be amended by APMP at any time at its sole discretion.

5. Responsibilities of APMP

A. Maintain Certifications: APMP will maintain its certifications/micro-certifications and their requirements, as well as continuing to update the exams and Body of Knowledge (BoK). APMP will maintain the status of its credentials with any governing bodies needed to recognize certifications, as well as its public perception in the bid and proposal community.

B. Materials: APMP will provide materials to ATO upon its approval, including: The APMP Foundation Study Guide; The APMP Glossary of Terms and an outline of a suggested level of detail in which to cover each of the syllabus topics.

C. Updates: APMP will update materials for exams as well as the BoK, as necessary, and will provide updated materials to Company and all ATOs.

D. Reviews: APMP will review, for approval, all submitted course materials and trainer qualifications in a commercially reasonable amount of time. Approvals will not be unreasonably withheld. Reviewers will be under confidentiality obligations to avoid disclosure of ATO trade secret information.

E. ATO List: APMP will maintain and publicize an updated list of ATOs, and will work to maintain the reputation of the ATO program as a whole. The list of APMP ATOs is located at [Approved Training Organizations - APMP](#).

6. Restrictions on ATOs

In order to protect the integrity of the ATO program for all ATOs, and to avoid confusion with, and advocate for APMP's certifications, Company will refrain from offering

training, events (in person or online), or other certifications/micro-certifications in the bid and proposal industry, or any other product, service or community, which would, in APMP's reasonable discretion, compete with those being offered by APMP. Nothing in this paragraph should be construed as preventing Company from offering training, events or certifications in other industries, or from offering bid and proposal training, events and certifications/micro-certifications that do not compete with APMP's offerings, as long as, in APMP's reasonable discretion, there is a clear differentiation between those offerings and APMP's offerings, and no attempt to suggest or imply APMP endorsement for those products. In the event that APMP determines that Company's offering competes with APMP offerings, then Company will be given an opportunity (written) to present reasons it is differentiated from APMP's offerings. In addition, Company will be given the option to either cease the competing offering rather than breaching this Agreement. If there are questions about competition, particularly surrounding new offerings, Company should contact APMP for guidance.

Notwithstanding the foregoing, APMP acknowledges that Company provides products and services, which may include professional public and private in-person and online training classes, webinars, events, and publications, related to all facets of the business development, capture, and proposal lifecycle. APMP confirms that, as of the date of this Agreement, to APMP's knowledge, none of Company's offerings are deemed in competition with APMP offerings.

7. Approved Trainer Requirements

A. Definition: An Approved Trainer is an individual approved by APMP to provide APMP Foundation and Practitioner training. All Approved Trainers must be aligned with an ATO. An Approved Trainer may administer any APMP exam as part of a training session for any certification they are approved to train.

B. Qualification: To become an Approved Trainer, an applicant must:

- Demonstrate a record of successfully running training courses for professionals for at least two years;
- Have a minimum of two years' experience working within a proposal role;
- In order to deliver training and to administer examinations leading to any APMP certification, the Approved Trainer must demonstrate domain capacity by passing the same Level of exam for which they are administering. Additionally, the Approved Trainer must maintain all other requirements for the certification, including CEU and APMP membership requirements as outlined in the requirements for each certification. Additionally, Approved Trainers must abide by the APMP Code of Ethics and Professional Responsibility.

C. To Apply: Information on applying to become an Approved Trainer is available by

request at certificationdirector@apmp.org or rick.harris@apmp.org. Those interested will be requested to provide proof of qualifications and references, as well as other information. Your interest will be reviewed by APMP in a commercially reasonable amount of time.

D. Fee: The fee to become an Approved Trainer is US\$250.

8. Continuing Standards

APMP's network of ATOs is a vital element of our certification framework, and as such, the highest possible standards must be maintained at all times. Based on that understanding, APMP reserves certain rights to maintain the integrity of its certification program;

- A. Performance Review: APMP will periodically, and at its sole discretion, review ATO/Approved Trainer performance and reserves the right to withdraw 'Approval' if courses are delivered that consistently fail to meet APMP standards.
- B. Activity: Appointment as an APMP ATO is a privilege and brings with it an expectation of active engagement with and promotion of the APMP Certification Program. ATOs are expected to be ambassadors of the APMP brand. APMP will periodically review the evidence of active training/testing records.
- C. Compliance: Company recognizes that ATO has a duty to protect the reputation of the ATO Program and APMP's intellectual property, for the good of all ATOs and the APMP Community. As such, ATOs are expected to comply with the reputational and APMP support aspects of this Agreement.
- D. Audits: Approximately once per year, but at APMPs discretion, APMP will audit the activity of ATOs, including reviews of activity, training materials, assessment of trainers' performance and compliance with all terms and conditions of this agreement, most notably the protection of APMP's intellectual property and reputation/goodwill.
- E. Review/Cure Period: In the event that any portion of the Audit is found to be insufficient, the ATO/AT will be invited to take part in an interview to identify potential areas of support and development. The performance of the ATO will be placed under review for a minimum of six months. For clarity, such cure and review period shall not be applicable in the event of a revocation under paragraphs 10(A)(ii) and 10(A)(iii) below.

9. Term/Termination

- A. Term: The initial term of this Agreement shall last for one (1) calendar year from the date of this Agreement, and, each year, shall automatically be renewed for an additional one (1) year term, unless otherwise terminated by either Party.

B. Termination by ATO: Company shall have the opportunity, at any point and for any reason, to terminate this Agreement by giving thirty (30) days' notice to APMP.

C. Nonrenewal: Upon one hundred twenty (120) days' notice prior to the end of any term, APMP shall, in its own discretion, have the right not to renew the Agreement for any reason.

D. Revocation of ATO Status: APMP may, at its sole discretion, but under the criteria and terms provided in Section 10 herein, revoke the ATO Status of Company. In that instance, this Agreement will be immediately terminated.

E. Effect of Termination: Immediately upon the termination of this Agreement, all confidential information held by either Party shall be returned or destroyed, and the Parties shall return or cease using all of the other company's intellectual property (including logos and names), as well as any adaptations of APMP trainings, certifications/micro-certifications or other materials which may have been created using APMP's Intellectual Property. Neither Party shall be entitled to continue using the other party's Intellectual Property after termination of this Agreement. Sections 9, 10, 11, 13 and 14 shall survive the termination of this Agreement.

10. Revocation of ATO Status

A. Criteria: ATO status may be revoked, by APMP in its sole discretion for any of the following reasons:

(i) Failure of Audit: APMP may revoke ATO status in the event that Company fails to maintain the continuing standards as described in Section 8. After the review period, in the absence of any tangible evidence of progression in improving performance, and/or any realistic prospect of candidates undertaking APMP Certification in the foreseeable future, APMP reserves the right to withdraw 'Approved' status from the training provider with immediate effect.

(ii) Breach of Agreement: APMP may revoke ATO status in the event that Company materially breaches the terms of this Agreement. In instance of misuse or misappropriation of APMP intellectual property, corporate actions/incidents causing public harm to APMP's reputation/goodwill, violation of the confidentiality or restriction provisions herein, there shall be no opportunity to cure. In the event of disparaging statements deemed to be causing public harm to APMP's reputation/goodwill, Company will receive notice and five (5) business days to mitigate and cure such harm. A second instance of disparaging statements causing public harm, after warning, within twelve (12) months, may result in revocation of ATO status without opportunity to cure. Status may be temporarily suspended for an investigation.

(iii) Violation of APMP Code of Ethics: APMP may revoke ATO status in the event that Executives or Lead Trainers of Company become subject to disciplinary action by the Professional Ethics Committee for violation of the APMP Code of Ethics.

B. Revocation Process: Revocation of status will be made by majority vote of the APMP Board of Directors. The Board of Directors will review all available evidence and may or may not request comment from Company. The decisions of the Board of Directors are final.

C. Appeal for Reinstatement: In the event that ATO status is revoked, Company may appeal to the APMP Board of Directors for reinstatement, either immediately or after a suggested period of time, as determined by the APMP Board of Directors. Such appeal may include refutation of the conditions leading to appeal, or showing that the situation leading to revocation has been resolved. The APMP Board of Directors will have sole discretion to determine whether to grant reinstatement.

D. Effect of Revocation: In the event of revocation, this Agreement will be terminated and shall be subject to the provisions of Section 9E of this Agreement, as well as other legal action, if appropriate.

11. Confidentiality

A. Protection: The party receiving Confidential Information (the “*Receiving Party*”) from the other party (the “*Disclosing Party*”) will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care, and will, under no circumstances publicly disclose confidential information. “*Confidential Information*” means all business or technical information of the parties that is not generally known to the public, including, but not limited to, this Agreement, the details or any negotiations between Company and APMP (whether or not marked as “confidential,” compilations of information, techniques or processes, inventions, products, pricing, designs, artwork, information related to suppliers, information about business relationships between the parties and third parties, the terms of this Agreement, all of the trade secrets, business and financial information, source code, business methods, procedures, know-how and other information of every kind that relates to the business of either party or its affiliates and is marked or identified as confidential, or

disclosed in circumstances that would lead a reasonable person to believe such information is confidential.

Confidential Information shall not include information proven by documentary evidence to be: (a) already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) generally available to the public, through no fault of the Receiving Party; or (d) independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information.

B. Exceptions: In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) expressly approved in advance in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding, but only insofar as it is required for such legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party at least ten (10) days in advance of the required disclosure, promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of the required disclosure. The parties' obligations under this Section shall terminate on the date that is five (5) years from the termination or expiration of this Agreement, unless the obligations are prior terminated as a result of the information no longer being confidential as set forth above. Notwithstanding the foregoing, any confidentiality obligations that relate to trade secrets of either party shall remain in effect indefinitely.

C. Return of Confidential Information: The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. At the Disclosing Party's written request, the Receiving Party will certify in writing that it has fully complied with its obligations under this section.

D. Breaches of Confidentiality: In the event of breach of this Section, in addition to termination of this Agreement, the Disclosing Party may seek monetary relief.

12. No Endorsement

Under no circumstances will APMP be expected to endorse or promote the Company beyond what is specified in this Agreement or its products or services, nor will any such endorsement or promotion be implied or construed based on APMP's acceptance of

payment or acknowledgment or identification of Company. Company will not state nor imply, orally nor in writing that APMP including its officers, directors, or employees endorse Company or respective products, beyond what is specified in this Agreement.

13. Intellectual Property

A. APMP License: Subject to continued strict compliance with the terms and conditions of this Agreement, APMP hereby grants to Company a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to use the trade names, trademarks, service marks, logos and other identifying slogans or icons (collectively, "Marks"), as well as copyrighted works of authorship of APMP solely for the purposes identified in this Agreement.

B. Use Restrictions: Each Party acknowledges that its use of the other's intellectual property must comply at all times with any written usage policies of the other Party, as the same may be communicated time to time by the applicable owner. Accordingly, Company agrees to use and display APMP's intellectual property solely in the manner that the APMP specifies in writing from time to time. All usage by Company of APMP's Marks shall include the registered trademark symbol or the common law trademark symbol, as appropriate and all usage by Company of APMP's copyrighted information should include notice of copyright and APMP attribution unless otherwise specified in writing.

C. Company License: Company hereby grants to APMP a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to use its trade names, trademarks, service marks, logos and other identifying slogans or icons (collectively "Marks") only with specific permission and uses, identified in writing for any use.

D. Changes to Property: Company or APMP may, in that Party's sole discretion and upon providing advance written notice to the other Party, change any of its Marks or copyrighted information, or add or subtract from its portfolio, and Company or APMP, as applicable, will have fourteen (14) days following receipt of such notice to implement any such changes. Each Party agrees that: (i) except as expressly set forth in this Agreement, it has no rights, title or interest in or to the other's intellectual property or derivations thereof; and (ii) all use of the other's intellectual property (and any goodwill associated therewith) will inure to the exclusive benefit of the party that owns the applicable property.

E. Reservation of Rights: All rights not expressly granted in this Section are hereby reserved by the Parties. Accordingly, each Party is prohibited from using the other's Intellectual Property in any manner that is not expressly and unambiguously authorized by this Section.

14. Miscellaneous

A. Entire Agreement: This Agreement and all documents incorporated herein by reference (i) constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior Agreements, oral and written, between the Parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both Parties.

B. Mutual Indemnification: Each Party (Indemnifying Party) shall defend, indemnify and hold harmless the Other Party (The Indemnitee Party), its officers, directors and employees from any loss, liability, damage, cost, or expense (including reasonable counsel fees and litigation costs), arising out of any third party claims or suits (collectively, "Claims") that may be made or brought against the by reason of the breach by the Indemnifying Party of the warranties or representations contained herein, or by reason of any infringement of any patent, trademark, copyright or trade secret right of a third party resulting from any services provided under this Agreement.

C. Independent Organizations: Each Party to this Agreement is an independent organization and this Agreement shall not be construed as creating a joint venture, partnership or agency relationship between the Parties hereto nor shall either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

D. Injunctive Relief: Both Parties acknowledge and agree that legal remedies available to them in the event the other Party violates any covenant, term or condition in this Agreement would give rise to irreparable injuries that cannot be adequately compensated for in monetary damages such that the non-breaching Party shall be entitled, without posting any bond or other security, to temporary, preliminary, or permanent injunctive relief, specific performance and/or any other equitable remedies in the event of such violation, in addition to any other remedies which the non-breach Party may have at law.

E. Headings: Captions and headings to sections are included solely for convenience and are not intended to affect the interpretation of any provision of this Agreement.

F. Amendments; Waivers: No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is set forth in a writing that refers to itself expressly as an addendum to this Agreement and is executed by an authorized representative of each Party hereto. The failure at any time to require the other Party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of such obligation or any other obligation.

G. Third Party Rights: This Agreement is not intended and shall not be construed to create any rights for any third party.

H. Force Majeure: Each Party shall be excused from performance under this Agreement for any period during which, and to the extent that, it is prevented from fulfilling any obligation, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental laws and regulations imposed or amended after the fact, fire, communication line failures, power failures, earthquakes, floods, blizzards, or other natural disasters (a “Force Majeure Event”). Any delay in performing under this Agreement due to any Force Majeure Event(s) shall automatically extend the due date for any such performance for a period equal to the duration of the applicable Force Majeure Event(s). In the event such nonperformance continues for a period of ninety (90) days or more, the non-affected Party may terminate by providing a Termination Notice to the affected Party.

I. Assignment: This Agreement may not be assigned, or the rights granted hereunder transferred to sub-licensed, by either Party without the express prior written consent of the other Party.

J. Governing Law and Jurisdiction: All questions with respect to the construction of this Agreement or the rights and liabilities of the Parties hereunder shall be determined in accordance with the laws of the Commonwealth of Virginia and the United States of America. Any legal action taken, or to be taken, by either party regarding this Agreement, or the rights and liabilities of Parties hereunder, shall be brought only before a federal, state or local court of competent jurisdiction located within Fairfax County, Virginia and the United States of America. Each party hereby consents to the jurisdiction of the federal, state and local courts located within Fairfax County, Virginia in the United States of America.

K. Counterparts: This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

L. Severability: All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties agree to be bound by this Agreement as evidenced by duly authorized representatives of the parties having executed this Agreement as of the Effective Date.

Association of Proposal Management Professionals, Inc. BY:	Company: _____ BY:
_____ Rick Harris Date: _____ CEO APMP 20130 Lakeview Center Plaza, Suite 400 Ashburn Virginia, 20147, USA Email: rick.harris@apmp.org	_____ Name: _____ Date: _____ Title: _____ Company: _____ Address: _____ Address: _____ Phone: _____ Email: _____

MODIFICATION TO APPROVED TRAINING ORGANIZATION AGREEMENT

This MODIFICATION TO THE APPROVED TRAINING ORGANIZATION (“ATO”) AGREEMENT (“Modification”) is entered into on this ____ day of _____ in the year 2023 by and between the Association of Proposal Management Professionals (the “Association”) and _____ (the “Company”), each individually a “Party” and together “the Parties”.

WHEREAS the Parties agree and attest that they have agreed to and entered into an ATO Agreement dated and effective on _____ (date).

WHEREAS the Parties desire to correct an error in the original agreement, and modify the Approved Trainer requirements to bring them in line with previously published standards.

THEREFORE the Parties stipulate the following revisions to the ATO Agreement, as having been agreed upon by each Party:

Section 7B shall be amended to read:

Qualification: To become an Approved Trainer, an applicant must:

- Demonstrate a record of successfully running training courses for professionals for at least two years;
- Have a minimum of two years’ experience working within a proposal role;
- In order to deliver training and to administer examinations leading to any APMP certification, Approved Trainers **must hold the Practitioner Level Certification and** must demonstrate domain capacity by passing the same Level of exam for which they are administering. Additionally, the Approved Trainer must maintain all other requirements for the certification, including CEU and APMP membership requirements as outlined in the requirements for each certification. Additionally, Approved Trainers must abide by the APMP Code of Ethics and Professional Responsibility.

Changes are highlighted for convenience only (the word “the” was also removed before “Approved Trainers” and then the highlighted section).

All other terms, conditions and provisions of the ATO Agreement, as herein amended, shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Association and Company have executed this Agreement as of the day and year first set forth and agree to be bound by its terms.

<p>Association of Proposal Management Professionals, Inc.</p> <p>BY:</p>	<p>Company: _____</p> <p>BY:</p>
<hr/> <p>Rick Harris Date: _____ CEO APMP</p>	<hr/> <p>Name: _____ Date: _____ Title: _____ Company: _____</p>