Memorandum of Agreement Between
Project Management Institute and Society of American Military Engineers

This Memorandum of Agreement ("MOA") is entered into between the Project Management Institute, Inc. ("PMI") and the Society of American Military Engineers ("SAME") (each a "Party", collectively "Parties"), to be effective on this 3rd day of April, 2017 ("Effective Date").

1. **Parties:** PMI is a non-profit organization dedicated to advancing the practice and science of project management. SAME is a non-profit organization that leads collaborative efforts to identify and resolve national security infrastructure-related challenges.

2. **Objectives of Relationship:** This MOA describes how the Parties intend to share resources and exchange information in pursuit of building collaborative efforts, exploring opportunities to promote each other's mission and creating mutual benefit for PMI and SAME members.

3. **Scope:** All Initiatives undertaken by the Parties are entirely voluntary and discretionary and are to be developed and undertaken only by the Parties' mutual consent. If the Parties agree to additional Initiatives other than those expressly described in this MOA, and except for de minimus exchanges or activities, each of such additional Initiatives shall be described in written Statements of Work ("SOW’s") incorporated into this MOA. SOWs shall set forth, at minimum, the nature of the collaboration, expected deliverables, key persons involved and their responsibilities, pertinent dates and timeline for performance, if applicable, as well as any other key terms and conditions mutually agreed to. Those SOWs shall be signed by the Parties and governed by the terms of this MOA. Nothing in this MOA shall be deemed to limit the types of Initiatives in which the Parties may engage together upon mutual agreement.

4. **Initiatives:** The Parties agree to the following initiatives:

   **PMP® Pilot Program**

   PMI has implemented through its local chapters a program known as the "Program for Preparing U.S. Military Personnel for A Career in Project Management" ("Program") to help current and transitioning military personnel qualify for a PMI certification, get certified through PMI, and find employment in project management. For those looking to achieve certification, PMI’s entire certification portfolio (including without limitation the Project Management Professional ("PMP") certification) is now reimbursable through the Veteran’s Administration Post 911 GI Bill, which also includes a one-year membership to PMI, should the individual choose to elect it. In addition, through PMI’s Chapter Guest Pass Program, the individual’s chapter membership is also covered.

   PMI will assist SAME in making the connections between SAME’s local posts and PMI’s local chapters that are participating in the Program, and will assist SAME to move qualified candidates through the PMP® or other certification process. PMI further will work to acquaint SAME with training and other offerings available to its members through participating chapters.

   **Events**

   The Parties will mutually announce and invite staff of each other’s organization to their relevant events ("Events") Events will include, without limitation, the following: for SAME: the SAME Joint Engineer Training Conference ("JETC"); for PMI: the North America Leadership Institute Meeting ("LIM"). Each Party will provide for complimentary attendance of two (2) representatives of the non-sponsoring Party at each of the sponsoring Party’s Events for each year this MOA is in effect. Each Party or its representatives will be responsible for their own travel, accommodations and other related expenses.

   In addition, the Parties agree to allow members of their respective organizations to register at the other
Party’s non-chapter Events at the sponsoring Party’s member rate, regardless of membership status. Proof of membership in the non-sponsoring organization will be required and will be subject to verification. PMI will offer the reduced government rate for registration to SAME’s members. PMI will also offer a 20% discount to groups of 10 or more.

**Education and Training**

The Parties will exchange information on their respective educational programs and offerings and each will provide such information to its members through appropriate media, including without limitation newsletters and web postings.

**Chapter and Post Engagement**

SAME and PMI will encourage collaboration at the post/chapter level via exchange of contact information and communications about the Parties’ collaborative efforts.

**Speaking and Panel Discussion Engagements**

The Parties will consider opportunities for each of their representatives to speak or participate in panel discussions at each other’s Events at the national and post/chapter level. Additionally, SAME and PMI each will seek to provide the other with appropriate subject matter experts (“SMEs”) to present or otherwise participate at Events, or alternatively will seek to arrange joint collaborative sessions at Events.

5. **Term and Termination:** SAME and PMI agree that this MOA shall continue in effect until either Party, with 90 days’ written notice, elects to end the MOA. SAME and PMI agree to review the MOA annually and to discuss future collaboration strategies.

The Parties to this MOA, by signature of their authorized representatives below, have agreed to the terms above.

**Project Management Institute, Inc.**

By: [Signature]

Joseph Cahill
Sr. Vice President, Finance and Administration

**Society of Military Engineers**

By: [Signature]

BG Joseph Schroedel, P.E., F.SAME, USA (Ret)
Executive Director
APPENDIX TO MEMORANDUM OF AGREEMENT

The following terms in this appendix ("Appendix") are incorporated by reference in the Memorandum of Agreement ("MOA") between Project Management Institute, Inc. ("PMI"), and the Society of American Military Engineers ("SAME") dated May ____ 2017.

Confidential Information and Intellectual Property
Each of the Parties recognizes that it may, from time-to-time, possess confidential, sensitive or propriety information concerning or owned by the other Party ("Confidential Information"). Such information may include without limitation: business, financial, strategic, marketing, product, employee, post or membership lists and data, and other non-public records, documents and information. Each Party agrees:

- That it will secure and hold all such Confidential Information of the other Party in strict confidence, and will prevent the unauthorized release of such Confidential Information to any other person or party without the prior written consent of the owner Party. Each Party will maintain appropriate levels of physical and electronic security in all locations or systems where Confidential Information is kept so as to prevent access to such Confidential Information by unauthorized persons, or unduly risk inadvertent disclosure.

- To return to the other Party all of its confidential and propriety information, and copies of such information, upon request or upon the termination of this MOA, regardless of the form in which it appears or is stored.

Additionally, no copies, adaptations, or derivative works of the confidential or proprietary information of a Party may be created by the other Party, or anyone acting on its behalf or under its direction, without the prior written consent of the owner Party. Other than as reasonably necessary for publication of each Party’s Events, as permitted in this MOA, neither Party may use the other Party’s name, logo, trademarks, service marks or other intellectual property ("IP") without the prior, express and written approval of the Party that owns such intellectual property. Each Party will provide to the other a version of its logo approved for use in the events, meetings and publications described in this MOA, or otherwise undertaken pursuant to this MOA. Only the approved logo may be used in conjunction with such events, meetings and publications. Each Party must seek prior written permission to include the other Party’s IP on any material, including promotional literature. Request for such permission shall be in writing, in sufficient time for review and action before any communications pertaining to the use of such IP. The Parties will take reasonable and appropriate measures to protect the copyrights, trademarks, and other intellectual property rights of the other Party, and will not allow any unauthorized persons within each Party’s control to use or distribute the other Party’s IP.

Limitations of MOA
Neither Party shall have any liability to the other whatsoever as a result of entering into this MOA, other than with respect to the proper use of IP and the protection of confidential and proprietary information, which are binding commitments. Neither Party shall be deemed a joint venture, agent, employer, employee, subsidiary, parent, or affiliate of the other and neither Party shall have any authority legally to bind the other. Nothing in this MOA shall be deemed to prohibit either Party from establishing contracts or strategic alliances with any other entity, organization or individual.

Complete Agreement
The Parties represent that this MOA constitutes the entire understanding by and between them. No other terms will be applicable to this MOA unless set forth in writing and signed by the authorized representative of both Parties.

Governing Law
This MOU shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, excluding such laws that may direct the application of the laws of another jurisdiction.