



Strategic Partnership Association (SPA) Agreement

This Strategic Partnership Association (SPA) Agreement is made August 13, 2024 by and between the International Facility Management Association, a Michigan not-for-profit corporation having its offices at 800 Gessner, Suite 725, Houston, Texas 77024-4257 (hereinafter "IFMA"), and Society of American Military Engineers (SAME), a Washington D.C. not-for-profit corporation having its offices at 1420 King Street, Suite 100, Alexandria, Virginia 22314 (hereinafter "SAME").

1. Purpose and Scope of the Agreement

The purpose of this Agreement is to establish a strategic partnership between IFMA and SAME. Both parties recognize that by combining their respective resources, and expertise, they can achieve mutual benefits, foster growth, and enhance their competitive positions in the market. The scope of this Agreement includes but is not limited to the following areas:

2. Roles and Responsibilities

2.1 IFMA Responsibilities

IFMA agrees to undertake the following responsibilities and deliverables:

- Share relevant FM knowledge and information with SAME.
- Opportunity for SAME to submit content through IFMA communication channels, such as IFMA's FMJ, IFMA's Knowledge Library, and newsletters (some restrictions may apply).
- Share pre-selected SAME training and education related to IFMA's members.
- Determine appropriate IFMA Professional Development (PD) courses and discount for SAME members.
- Encourage collaboration among IFMA Chapters and SAME geographically based groups called "Posts" to promote the sharing of best practices.
- Opportunity to submit abstracts to IFMA conferences (available during open call for presentations).
- Opportunity to meet with IFMA's research and benchmarking team to discuss potential collaboration.
- Provide annual summary to SAME on activities fulfilled by IFMA.

2.2 SAME Responsibilities and Deliverables

SAME agrees to undertake the following responsibilities and deliverables:

- Share relevant SAME knowledge and information with IFMA.
- Determine appropriate SAME Professional Development (PD) courses and discount for IFMA members.
- Share pre-selected IFMA training and education related to SAME's industry.
- Share IFMA's thought leadership content through SAME communication channels.
- Encourage collaboration among SAME Posts and IFMA Chapters to promote the sharing of best practices.
- Opportunity to submit abstracts to SAME conferences (available during open call for presentations).
- Opportunity to learn more about SAME research and other projects for potential collaboration.
- Provide annual summary to IFMA on activities fulfilled by SAME.

3. Intellectual Property

- 3.1 Each party shall retain ownership of its respective intellectual property rights.
- 3.2 IFMA and SAME are authorized to use each other's names and logo's (the brand) in reference to this Agreement, and each agrees that any information relating thereto which one party will issue or publish shall be available to the other party.
- 3.3 To maintain copyright and brand standards, no information published or issued by one party shall be published by the other party without prior agreement of the other party for that specific item, document, article, etc.
- 3.4 The use of IFMA's logo (the brand) shall comply with IFMA's brand guidelines. The use of the SAME logo shall be approved by SAME prior to use.

4. Confidentiality

Both parties agree to treat any information shared during this partnership as confidential and shall take all necessary measures to protect such information from unauthorized disclosure or use. This obligation shall continue even after the termination of this Agreement.

5. Terms of Agreement

This Agreement shall be for three (3) years from the signing by both parties unless terminated earlier by either party in accordance with the provisions set forth in Section 10 (Termination).

6. Financial Arrangements

Any financial arrangements, including revenue sharing, investment commitments, or cost-sharing, shall be outlined in a separate agreement or through mutual agreement between the parties. Each party shall be responsible for its own expenses incurred during the partnership, unless otherwise agreed upon.

7. Termination

Either party may terminate this Agreement upon written notice to the other party in the event of a material breach by the other party, or for convenience upon 30 days prior written notice. Termination shall not relieve either party of any obligations or liabilities accrued prior to the termination date.

8. Entire Agreement

8.1 This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether written or oral.

8.2 Addenda to this document identifying specific projects and activities will be undertaken within this general agreement. Addenda as mutually agreed upon between both Parties may be developed at any time during the life of the Agreement.

Please indicate your acceptance of this Agreement by signing below.

Signed for and on behalf of
SAME



MG Mike Wehr, P.E., USA (Ret.)
Executive Director, SAME

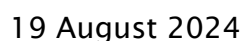


Date

Signed for and on behalf of
IFMA



Kim Jackson
Executive Director, Bus. Dev. IFMA



Date

