



AMERICAN ASSOCIATION
OF AIRPORT EXECUTIVES

AAAE ACCREDITATION AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between the American Association of Airport Executives ("AAAE"), having a place of business at 601 Madison Street, Suite 400, Alexandria, Virginia 22314, and the _____ ("Airport") having a place of business at _____, with reference to the following:

WHEREAS, AAAE desires to promote and add value to the AAAE Accreditation Program by providing incentives through a monetary "matching program" that encourages the Airport to offer its employees benefits to pursue accreditation.

WHEREAS, the Airport desires to participate in AAAE's monetary "matching program" to encourage its employees to pursue accreditation.

WHEREAS, the parties desire to define and establish their respective rights, responsibilities, duties, and obligations;

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

1. The Parties Roles – AAAE will match the Airport's contribution to a successful accreditation candidate up to \$1,500 per candidate upon the completion of the following conditions:

a. The Airport creates a "new" accreditation incentive program. This means that the Airport will either modify its existing accreditation incentive program to provide additional funds for each candidate or if no program currently exists, the Airport will create a new program that provides funds to each accreditation candidate. AAAE will match funds up to \$1,500 of the additional or newly provided Airport funds made available to each successful accreditation candidate.

b. The Airport's modified or newly created program provides funds in the following ways: (1) paper workshop tuition; (2) academic tuition; (3) travel costs associated with accreditation; (4) accreditation study materials; or (5) one-time bonus; (6) other monetary benefit plans acceptable to AAAE.

c. The Airport submits detailed documentation to AAAE of payments to or for the benefit of a candidate upon the candidate's successful completion of the accreditation program. Once AAAE receives such documentation, it will make a matching payment up to \$1,500 of the new or additional funds, in the form of a check, to the successful candidate.

d. AAAE will recognize the Airport's participation in this program with an announcement to the membership upon each candidate's successful completion of the accreditation program.

e. Upon the candidate's completion of the accreditation program (and if all other terms of this Agreement are met) AAAE will notify the candidate that AAAE has forwarded to the Airport the matching payment, made out directly to the candidate, for distribution to the candidate.

2. Costs. Each party will bear its own costs, risks, and liabilities for the performance of this Agreement.

3. Term. This Agreement shall be effective as of execution of the Agreement and shall continue in effect until the earliest to occur of the following:

- a. Each party provides 15 days written notice of intent to terminate this Agreement;
- b. Either party becomes insolvent or bankrupt, files for reorganization under the bankruptcy laws, or makes an assignment for the benefit of its creditors;
or
- c. Either party commits a material breach of this Agreement and such breach is not cured within thirty (30) days after that party receives notice of the breach;

The parties may at any time agree in writing to extend the term of this Agreement to cover future projects on the terms and conditions as are contained herein or on such other terms as may be agreed upon by the parties.

6. Relationship of Parties. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of either or both of the parties hereto. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein.

7. Ethical Practices. By signing this Agreement, the parties represent that they are not presently suspended or debarred or proposed for suspension or debarment by any government agency from entering or performing the obligations of this Agreement. Parties agree to comply with all applicable laws and regulations pertaining to the performance of this Agreement.

8. Confidentiality. Each party will take all reasonable steps to assure that any materials or information considered by the other party to be confidential which has or will come into the possession or knowledge of either party in connection with this Agreement, will not be disclosed to others, in whole or in part, without the prior written permission of the other party, unless, the disclosing party has received a, proper subpoena or other specific, proper request from a governmental agency for such confidential information, the disclosing party uses best efforts to limit disclosure and to obtain confidential treatment or a protective order, and has given the non-disclosing party a fair opportunity to participate in the proceeding. This obligation shall continue until two (2) years after the termination of this agreement with the exception of trade secrets, which shall remain confidential until it is no longer a trade secret under applicable law.

Each party considers information to be confidential if it is a trade secret, as defined by applicable law, or proprietary information which relates to a party's past, present and/or future research, development and business activities and which is information either identified as being proprietary information, or which is information that a reasonable person would understand to be proprietary information. Notwithstanding, neither party will have any obligation to maintain the confidentiality of any information which (i) was in the receiving party's lawful possession prior to the submission thereof by the providing party, (ii) is later lawfully made available to the receiving party by a third party having no obligation of secrecy to the providing party, (iii) is independently developed by the receiving party or (iv) is or later becomes available to the public through no act or

failure to act by the receiving party. The recipient of confidential and/or proprietary information will immediately return or destroy such information upon the providing party's request.

Each Party will keep all confidential information including reports, strictly confidential and except as required by law, reveal no information from reports to any person, whether by sale, assigning, or other form of transfer.

9. Indemnification. Each Party ("Indemnifying Party") covenants and hereby agrees to indemnify, defend, protect and hold harmless the other party, its officers, employees, contractors and agents, and all of their affiliates (collectively "Indemnified Parties"), from and against any and all claims, demands, damages, obligations, liabilities, losses, costs, expenses, penalties, suits or judgments, at any time received, incurred or accrued by the Indemnified Parties, arising out of or resulting in whole or in part from any act (or failure to act) of the Indemnifying Party, its officers, employees, contractors or agents, or which arises from the Indemnifying Party's or its officers, employees, contractors or agents provision of services, or failure to do anything, required under this Agreement, except as may arise from the gross negligence or the willful misconduct of the Indemnified Parties.

10. Insurance. Parties shall be solely responsible for obtaining workers compensation insurance for their employees and agents and such other insurance as may be required by applicable laws.

11. Miscellaneous.

a. Survival. The obligations set forth in the paragraphs entitled "Confidentiality," "Indemnification," "Attorneys' Fees," "Governing Law; Venue," and "Publicity" shall survive the expiration or termination of this Agreement.

b. Attorneys' Fees. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

c. Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written agreement executed by all of the parties hereto.

d. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to choice of law principles.

e. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assigned or transferred by either party without the prior written approval of the other party.

f. Notices. All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth on the signature page to this Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

g. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

h. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Airport Director

AAAE

By _____
(Print Name)

By _____
Tyra Harpster

(Sign Name)

(Sign Name)

Airport Director _____

Title **Sr. Vice President, Finance**

Mailing Address:

601 Madison Street, Suite 400
Alexandria, Virginia 22314