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WHEREAS, the Credentialing Body develops professional credentialing program(s) (the “Certification Program(s)"); and

WHEREAS, the Party of the Second Part desires to make a contribution(s) to the Certification Program(s); and

WHEREAS, the Credentialing Body desires that the Party of the Second Part make such contribution(s);

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CONSIDERATION; WORK PRODUCT

- (i) The Party of the Second Part agrees that the opportunity to make a contribution(s) to the Certification Program(s): (a) shall enhance said party’s reputation and standing in both the professional and business communities; (b) shall confer other valuable tangible and intangible benefits upon such party; and (c) that such enhancements and tangible and intangible benefits shall serve as full and fair consideration for the Party of the Second Part’s undertakings herein. The Party of the Second Part also agrees, that absent entering into this Agreement said party would not be permitted by the Credentialing Body to make a contribution(s) to the Certification Program(s) and would not enjoy the benefits accruing therefrom. That the Party of the Second Part makes such contribution(s) on a volunteer basis and without remuneration shall not serve as the basis of a claim that said party did not receive full and fair consideration for the undertakings herein.
- (ii) This Agreement shall apply to any and all materials produced on the behalf of the Credentialing Body by the Party of the Second Part and contributed by the Party of the Second Part to the Credentialing Body for use in connection with the Certification Program(s) irrespective of if such materials are actually used therein (the “Work Product”). The definition of Work Product shall be read broadly to be inclusive. By way of example and not by limitation, Work Product shall include, but shall not be limited to: a test; questions appearing on a test; answer material for a test; practice test questions; commentary relating to a test question; citations relating to a test question;

























