IRPP INSTITUTE FOR ROAD PRICING PROFESSIONALS

KNOWLEDGE. TRAINING. CREDENTIALS.

FOUNDING ORGANIZATION TERMS AND AGREEMENT

Three-Year Founding Support Terms

PRIVATE-SECTOR ORGANIZATIONS

01

Founding Organization Commitment

Institute for Road Pricing Professionals | Three-year founding support, private-sector organizations

This Commitment and the Terms that follow form one agreement (the **Agreement**) between the **Institute for Road Pricing Professionals** (**IRPP**) and the organization named below (**Organization**).

Organization: **[Legal name]**, a **[jurisdiction and entity type]**

Effective Date: **[Date]**

Support level

Select	Level	Annual commitment	Advisory seats	Exam vouchers per year	Named renewal benefits
☐	**Charter**	$15,000	4	20	12
☐	**Cornerstone**	$15,000	3	12	8
☐	**Builder**	$10,000	2	6	4
☐	**Contributor**	$5,000	1	2	1

Charter is limited to the first four organizations that commit at $15,000 and receive written confirmation from IRPP that a Charter position remains open. If Charter is full, a $15,000 commitment participates as Cornerstone.

You commit one year at a time, and the ask ends after three years.

This is a bounded build fund, not a membership and not a subscription. Organization is committing to one year. IRPP invoices one year at a time, and Organization is never obligated to pay for a year it has not entered.

Founding support continues year to year on the same terms unless Organization tells IRPP in writing, at least 30 days before an anniversary, that it will not continue. Either way it stops after the third year. IRPP will not ask Organization for founding support again. There is no fourth year and no renewal.

Contacts

Executive liaison: **[Name, title, email, telephone]**

Approved public recognition name: **[Organization name]**

Notices to Organization: **[Attention, address, email]**

Notices to IRPP: **Timothy J. McGuckin, Executive Director**, [IRPP notice address], Tim.McGuckin@roadpricinginstitute.org

Signatures

By signing, each Party agrees to this Commitment and to the Terms that follow.

INSTITUTE FOR ROAD PRICING PROFESSIONALS	**ORGANIZATION NAME:**______________________________
Signature: _________________________	Signature: _________________________
Timothy J. McGuckin, Executive Director	Name and title: __________________________
Date: _____________________________	Date: _____________________________

Support level confirmed by IRPP: ________________________ Initials and date: _______________

Terms

These Terms apply to the Commitment on the preceding page.

1. Purpose and term

IRPP is building a credential system for road pricing practitioners, including a Body of Knowledge, a job task analysis, an examination program, and credential policies. Organization is participating as a Founding Organization by contributing practitioner expertise and the annual support selected on the Commitment page.

Founding support is a bounded build commitment, not a membership and not a subscription. Organization commits one year at a time. Each year is invoiced separately, and Organization has no financial obligation for any year it has declined under Section 2.

The Founding Term ends no later than the third anniversary of the Effective Date. After the third annual payment, IRPP will not request further founding support from Organization. There is no fourth year, no renewal, and no continuing obligation of any kind.

2. Payment

IRPP will invoice the first annual commitment on or shortly after the Effective Date. Each invoice is due within 30 days. Organization is responsible for taxes on its payments other than taxes measured by IRPP's net income.

Founding support continues into the second and third years on the same terms unless Organization gives IRPP written notice, at least 30 days before the applicable anniversary, that it will not continue. IRPP will invoice the second and third years on or shortly after the first and second anniversaries. IRPP will issue no founding invoice after the third.

Payments are nonrefundable. If IRPP terminates without cause during a paid benefit year, IRPP will refund the unused pro rata portion of that year. That refund is Organization's only monetary remedy for that termination.

3. What Organization provides

Organization will name an executive liaison, nominate qualified practitioners for its advisory seats, and use reasonable efforts to support roughly 12 hours per quarter for each seated representative. Each representative signs IRPP's then-current SMETAC Representative Undertaking before joining confidential or technical work.

Organization will follow IRPP's reasonable brand, meeting, antitrust, confidentiality, impartiality, and examination-security protocols, and will provide accurate information for invoicing, recognition, and notices. Organization will not present its support level, recognition, or advisory participation as IRPP endorsement of Organization or of any product, service, technology, proposal, or procurement position.

Organization may nominate more practitioners than its seat count. IRPP may engage additional individuals for surveys, interviews, peer review, or other time-limited work, but is not obligated to.

4. Advisory participation

Each seat is filled by a named individual accepted by IRPP based on expertise, workstream need, sector balance, availability, confidentiality, impartiality, and conflicts of interest. IRPP may decline, defer, reassign, suspend, or remove a nominee or representative where reasonably necessary to protect the quality, security, balance, or integrity of the credential program.

A seat is held by the individual and is not a governance right owned by Organization. If a representative resigns, is removed, changes employer, or can no longer serve, Organization may nominate a replacement, subject to IRPP review and available workstream need.

SMETAC advises IRPP. Seats do not carry votes, veto rights, permanent appointments, control of standards, access to live examination forms, or authority over any candidate or credentialing decision. More seats mean more capacity to contribute and more obligation to contribute. They do not mean more weight for Organization's views.

5. Examination vouchers

Vouchers become available after IRPP receives the applicable annual payment. Each voucher covers the examination fee for one IRPP examination designated by IRPP and is subject to examination availability, candidate eligibility, registration deadlines, and IRPP policy.

Vouchers do not establish eligibility, alter scoring, guarantee a passing result, confer priority, or provide access to confidential examination content. They may not be redeemed for cash, resold, or transferred outside Organization and its controlled affiliates without IRPP's written approval. Unused vouchers expire at the end of the benefit year and do not roll over unless IRPP agrees in writing.

6. Named renewal benefits

Organization may designate up to the number of credential holders shown on the Commitment page to receive a 50 percent reduction from IRPP's then-published credential-maintenance fee, for the life of the designated credential, as long as the credential remains in good standing and the individual meets continuing-education and renewal requirements.

Once assigned and used, the benefit belongs to the named individual and follows that individual if employment changes. It cannot be revoked, reassigned, sold, redeemed for cash, or used for another person. It applies only to the credential-maintenance fee, not to examination, reinstatement, late, education, event, or third-party fees.

7. Recognition and use of names

During the Founding Term, IRPP will provide the recognition and briefing access associated with Organization's support level under IRPP's then-current benefit schedule. Founding recognition is intended to remain permanent after the Founding Term ends.

Each Party grants the other a limited, nonexclusive, revocable, nontransferable right to use its approved name and logo during the Founding Term solely to identify the founding relationship, following the owner's brand guidelines and any reasonable prior-approval process. Neither Party may imply endorsement of the other's products, services, policy positions, procurement activity, personnel, or clients. IRPP may remove or qualify permanent recognition for fraud, material misrepresentation, material misuse of IRPP marks, or a material breach that remains uncured after notice.

8. Credentialing independence and relationship of the Parties

IRPP retains sole responsibility for the Body of Knowledge, job task analysis, examination blueprints, item banks, passing scores, eligibility requirements, scoring, appeals, credential awards, renewal requirements, discipline, and all other credentialing decisions. Financial support and advisory participation do not purchase influence over any of them. Organization will not seek preferential treatment for itself, its personnel, its clients, any candidate, or any product or service. IRPP may impose firewalls, recusals, access restrictions, and examination-participation limits to protect impartiality and examination security.

The Parties are independent contractors. Founding Organization is a recognition category. It does not create employment, agency, partnership, joint venture, fiduciary duty, corporate membership, governance rights, or authority for either Party to bind the other.

9. Intellectual property and confidentiality

IRPP owns the RPP credential program, IRPP marks, Body of Knowledge, examinations, policies, and associated materials. Nothing in this Agreement transfers that ownership to Organization.

Each representative's contributions, confidentiality, conflicts, examination firewall, and intellectual-property obligations are governed by the SMETAC Representative Undertaking. Organization will not direct a representative to disclose proprietary or confidential information belonging to Organization, a client, or another party.

Each Party will protect the other's nonpublic information that is marked confidential or reasonably understood to be confidential, and will use it only to perform this Agreement. This obligation does not reduce any stricter or continuing obligation in a representative undertaking or examination-security policy. It does not apply to information the receiving Party can document was lawfully known without restriction, became public without breach, was lawfully received from another source without duty, or was independently developed. A Party may disclose when legally required, after giving notice where permitted.

10. Termination

Either Party may terminate for a material breach that is not cured within 30 days after written notice. IRPP may suspend benefits or participation immediately where reasonably necessary to address examination security, unlawful conduct, material brand misuse, a threat to impartiality, or a breach that cannot reasonably be cured while participation continues.

Organization may terminate for convenience on 60 days' written notice, or may simply decline the next year under Section 2. Termination does not cancel any amount already invoiced or already due for the year in progress. Because Organization commits one year at a time, no balance for a future year survives termination. IRPP will not invoice for periods after a termination caused by IRPP's own uncured material breach.

On termination, unused vouchers and unassigned renewal benefits expire. Benefits already assigned to named credential holders remain subject to IRPP credential policy. Each Party stops new use of the other's marks. Provisions on accrued payments, credentialing independence, intellectual property, confidentiality, endorsement, limitation of liability, and general terms survive.

11. Limitation of liability

To the maximum extent permitted by law, neither Party is liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, or for lost profits, revenue, opportunity, or goodwill. Except for unpaid commitments, infringement or misuse of intellectual property, breach of confidentiality, fraud, willful misconduct, and obligations that cannot lawfully be limited, each Party's aggregate liability under this Agreement will not exceed the amount Organization paid or was required to pay in the 12 months before the event giving rise to the claim.

12. General

Notices must be in writing and delivered by personal delivery, nationally recognized overnight service, certified mail, or email with confirmation, to the contacts on the Commitment page. Notices are effective on documented receipt.

Neither Party may assign this Agreement without the other's written consent, except to a successor in a merger, reorganization, or transfer of substantially all relevant assets that assumes this Agreement in writing. A delay in enforcement is not a waiver. An unenforceable provision will be narrowed to the minimum extent necessary and the remainder will continue. Headings are for convenience only.

This Agreement, including the Commitment page and each signed representative undertaking, is the entire agreement on its subject matter and supersedes prior proposals and discussions. An amendment must be in writing signed by both Parties. This Agreement may be signed in counterparts and by electronic signature.

This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to conflict-of-law rules. The state and federal courts located in **[Virginia locality]** have exclusive jurisdiction, and each Party consents to that jurisdiction and venue.