

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between the American Planning Association (APA), represented by Ann Simms, CFO/COO and Interim Chief Executive Officer, and American Planning Association, California Chapter (APA-CA), represented by Julia Lave Johnston, President, hereinafter also referred to as “Participant” and “Participants.”

### **Scope and Objectives**

The general objective of the understanding between the Participants is to further develop a partnership around their shared educational and membership goals.

The MOU has the following specific objectives:

- a. to explore possibilities for collaboration and to strengthen the relationship between the Participants in the development and sharing of educational content for APA members and nonmembers with an interest in the planning profession, in pursuit of the Participants’ educational mission as non-profit organizations.
- b. to raise awareness of existing educational content available from the Participants among target audiences;
- c. to leverage resources and expertise offered by Participants in ways that add value to their members, and result in operating efficiencies and revenue generation for the Participants.

### **Scope of Administrative and Hosting Services**

This MOU is for APA to provide administrative and hosting services to initially host eleven (11) APA-CA ninety (90) minute recorded conference sessions. Specifics are detailed below.

APA will:

- Build online course and catalog pages to host eleven (11) APA-CA ninety (90) minute recorded conference sessions. Each course page will include a unique course image, link to the course presentation, downloadable course resources, course evaluation and a downloadable course completion certificate. These courses will be made available in the APA Learn catalog, which lists courses alphabetically by course title. Each course product page will include unique course image, standard product description text, learning objectives, the approved CM credit amount, links to speaker bio pages, pricing information, and the APA-CA logo.
- Connect each of the eleven (11) courses to the AICP Certification Maintenance (CM) Log to allow learners to directly post CM credits earned into their individual CM record.

- Set up each of the eleven (11) APA-CA courses to be searchable by price, CM availability and topical taxonomy terms; and to be available for purchase using the APA shopping cart online.
- Monitor performance, collect revenue and report on sales for the eleven (11) APA-CA courses, in addition to providing customer service to support learners accessing those courses.
- Include the eleven (11) APA-CA courses in promotional campaigns highlighting the APA Learn course catalog and relevant collections within the catalog. Marketing communications will include the APA-CA logo where appropriate, and may include activities such as, but not limited to, targeted e-mail campaigns, advertisements, and website content.
- Provide sales reports to APA-CA quarterly, and course evaluation data in tandem with APA's peer review cycle bi-yearly.
- Conduct a peer-review of the eleven (11) courses two and a half (2.5) years after posting to APA Learn, to ensure continued relevance, accuracy and quality of course content.
- Give the right to APA-CA to amend the number of courses offered in APA Learn as described in this MOU.

APA-CA will:

- Complete an online APA Course Development Form for each of the eleven (11) courses being submitted to APA Learn.
- Provide documentation of copyright ownership/release for each of the eleven (11) courses and related materials, as well as speaker releases allowing for content distribution.
- Submit course recording files in the form of an mp4 video.
- Provide a course image for each of the eleven (11) courses in one of the following acceptable formats: jpg, png.
- Submit course resources in any of the following acceptable formats: ppt, pdf, doc.
- Submit a course description, including learning objectives, for each of the eleven (11) courses.
- Submit speaker names and biographical information for each of the eleven (11) courses.
- Agree to APA's official [refund policy](#) and [digital agreement](#).
- Agree to APA peer-review process for content in APA Learn
- Provide information about and access to current distribution channels for the eleven (11) submitted courses that exist outside of APA, including APA-CA owned channels, and third-party channels.

- Promote the APA Learn catalog to APA-CA members and nonmembers at all events, on the APA-CA website, and in other communications whenever educational resources for planners are mentioned.
- Provide e-mail lists for APA-CA chapter-only members to APA, for use in targeted promotional campaigns highlighting the APA-CA course offerings.
- Give APA the right of first refusal on any new content it wishes to distribute in online formats, ~~which would expand APA-CA offerings in APA Learn beyond the eleven (11) courses described in this MOU.~~

### **Product Pricing and Revenue Share**

The APA-CA courses will be made available for purchase at the APA approved rate of \$20.00 per credit hour. Each of the eleven (11) APA-CA courses are 90 minutes in length and will each be available at the rate of \$30.00 for APA members and \$60.00 for APA Nonmembers. The group rate pricing that currently exists in APA Learn will apply to these courses at the base price of \$30.00 for APA members and \$60.00 for nonmembers.

Participants will split all revenues generated from purchases of the eleven (11) APA-CA courses via the APA Learn platform. Revenue is defined as gross revenue, less any refunds and returns generated against such gross revenue. Participants will divide revenue between APA and APA-CA, 50 ~~60~~% to APA and 50 ~~40~~% to APA-CA.

Payment to APA-CA will be made quarterly and will be accompanied by a report detailing the number of courses sold, and the total amount of revenue collected, for each course and purchase category (members, nonmembers, and group purchases).

**Duration**

This MOU shall be effective upon signing by both Participants and remains valid through January 31, 2022.

If necessary, this MOU may be amended by mutual agreement on the basis of an exchange of letters. Such an amendment shall come into force on the date when such a letter is signed by both Participants.

Either Participant may terminate this MOU at any time with a thirty (30) day written notice to the other Participant. Any such notification will be sent by certified mail, return receipt requested.

**Exclusivity**

Throughout the term of the MOU, APA-CA and any associated entity or individual will not (without APA consent) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any third party to provide administrative and hosting services for these eleven (11) courses.

**Right of Refusal**

APA reserves the right to refuse hosting any courses or course content that does not meet its high standard of quality in content, production and functionality. Course content must be relevant, presented in a professional manner within the allotted time, and free from commercial or promotional bias. Because learners come from diverse backgrounds, content must be sensitive to minority/historically marginalized groups and underrepresented populations. All courses submitted for hosting on APA Learn will be reviewed to ensure that the delivery style uses inclusive and culturally responsible language and eliminates all inappropriate and offensive remarks. Any harm claimed by a purchaser of a course shall be addressed by APA and may result in immediate removal of the course from the APA Learn system.

APA reserves the right to not post content deemed to be that of detriment to the APA.

IN WITNESS WHEREOF, by their signatures below, the parties have caused this Memorandum of Understanding to be executed.

AMERICAN PLANNING ASSOCIATION

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Ann Simms, Interim Chief Executive Officer

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Date

AMERICAN PLANNING ASSOCIATION- CALIFORNIA

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Julia Lave Johnston, President

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Date