



Partner Master Service Agreement: BASES & ACSM

This agreement ("Agreement") is made and entered into, as of October 22, 2024 ("Effective Date"), by and between the British Association of Sport and Exercise Sciences ("BASES"; and "Sponsor") with a registered place of business located at Leeds Beckett University, Room G07/G08, Fairfax Hall, Headingley Campus, Leeds, LS6 3QT and the American College of Sports Medicine ("ACSM") with a principal place of business located at 6510 Telecom Drive Suite 200, Indianapolis, Indiana, 46278.

The parties hereby agree as follows:

1. Engagement and Scope of Services. ACSM hereby engages BASES to collaborate on the services described in Exhibit A (the "Services") and be a partner of ACSM.

2. License of Marks. Each Party will notify the other of any suspected infringement of copyright or trademark or other intellectual property rights that come to a Party's attention. In the event of any infringement of any rights owned by Sponsor, Sponsor: (i) will have the right to bring action, (ii) will exclusively bear the expenses of the action, and (iii) will be entitled to all sums recovered in the action. In the event of infringement of any rights owned by ACSM, ACSM: (i) will have the right to bring action, (ii) will exclusively bear the expense of the action, and (iii) will be entitled to all sums recovered in the action. In the event of any infringement of jointly owned rights or any act which simultaneously infringes rights separately owned by each Party, the Parties will jointly determine: (i) the course of action to be taken, (ii) the sharing of expenses, and (iii) the sharing of recoveries.

2.1. Sponsor License of ACSM Marks The term "ACSM Marks" refers to the trademarks, trade names, service marks, certification marks, symbols, logos, insignias, event or facility names, identifications, and other similar designations or privileges owned by ACSM and identified by ACSM, in advance and in writing, as subject to the license granted to the Sponsor hereunder.

- a. During the term of this Agreement and subject to the approval rights set forth below, ACSM grants to Sponsor a non-exclusive license to use the ACSM Marks in connection with the ACSM and ACSM programs described in this Agreement and in the U.S.A. and its territories and possessions (the "Territory").
- b. Sponsor acknowledges ACSM's exclusive right, title, and interest in the ACSM Marks and will not in any manner represent that Sponsor has any ownership in the ACSM Marks. Sponsor will not do or cause to be done anything impairing ACSM's exclusive right, title, and interest in the ACSM Marks. All rights created by use of the ACSM Marks pursuant to this Agreement shall inure solely to the benefit of and be owned by ACSM. Sponsor shall cease all use of the ACSM Marks upon termination of this Agreement.

2.2. ACSM License of Sponsor Marks. The term "Sponsor Marks" refers to the trademarks, trade names, service marks, certification marks, symbols, logos, insignias, event or facility names, identifications, and other similar designations or privileges owned by Sponsor and identified by Sponsor, in advance and in writing, as subject to the license granted to ACSM hereunder for programs identified.

- a. During the term of this Agreement and subject to the approval rights set forth below, Sponsor grants to ACSM a non-exclusive license to use the Sponsor Marks in connection with the ACSM and ACSM programs described in this Agreement in the Territory.

3. Ownership of Property. Copyright of all materials shall be governed by the copyright laws of the United States. The parties shall retain ownership of their respective copyrightable works and no rights are granted to the other party pursuant to this Agreement other than the rights set forth in this Agreement.

4. Relationship of Parties. The parties are independent parties. Nothing in this Agreement is intended to, or will be construed to, constitute or establish any agency, joint venture, or fiduciary relationship between the parties, despite any defined terms to the contrary; and neither Party will have the right or authority to bind the other Party nor will either Party be responsible for the acts or omissions of the other.

5. Warranties and Indemnification.

5.1 Sponsor represents and warrants that it has the right and power to enter into this Agreement and to grant the rights granted in the Agreement; that it has not previously assigned, transferred, or otherwise encumbered these rights; and that the person executing this Agreement on Sponsor's behalf is authorized to do so. Sponsor further warrants that, to the best of its knowledge and in reliance upon its due diligence in performing its responsibilities in regard to generating any materials to be provided to ACSM, (i) the material does not infringe upon any copyright or other personal or property right of a third party, does not contain any material that is libelous, an invasion of privacy or otherwise contrary to law, and is not fraudulent, plagiarized or incorrectly attributed; and (ii) Sponsor either owns the copyright for the material being used or has been given a copyright assignment or license granting permission or exclusive permission by the copyright owner to republish.

5.2 Sponsor indemnifies ACSM, its directors, officers, and employees and agrees to defend and hold them harmless from and against any and all liability, damage, loss, or expenses (including reasonable attorney's fees and costs of settlement) incurred by ACSM or other indemnified parties arising out of, or relating to: (i) any misrepresentation in, or breach of, its representations or warranties in this Agreement; (ii) any failure by Sponsor to perform any of its covenants or agreements contained in this Agreement; or (iii) any action, suit, litigation, arbitration, or governmental investigation against, or threatened against, ACSM relating to the negligent performance or breach of this Agreement by Sponsor. The obligations of this indemnification will survive the term of this Agreement and any renewals.

5.3 ACSM indemnifies Sponsor, its directors, officers, and employees and agrees to defend and hold them harmless from and against any and all liability, damage, loss, or expenses (including reasonable attorney's fees and costs of settlement) incurred by Sponsor or those parties arising out of, or relating to: (i) any misrepresentation in, or breach of, its representations or warranties in this Agreement; (ii) any failure by ACSM to perform any of its covenants or agreements contained in this Agreement; or (iii) any action, suit, litigation, arbitration or governmental investigation against, or threatened against Sponsor relating to the negligent performance or breach of this Agreement by ACSM. The obligations of this indemnification will survive the term of this Agreement and any renewals.

5.4 Neither ACSM nor Sponsor will settle or otherwise resolve any claim being defended by it pursuant to this Agreement without the prior written consent of the indemnified Party, which consent will not be unreasonably withheld or delayed. The indemnified Parties must provide prompt notice of any claim,

and the indemnifying Party will have the sole right to control the defense, select counsel, and settle any claim, in consultation with the other Party.

6. Term and Termination. This Agreement will be effective on the date at which the agreement is fully executed and will remain in effect until December 31, 2026. Either party may terminate this Agreement immediately by providing written notice of termination: (a) if the other party materially breaches its obligations under this Agreement and the breach is not cured within fourteen (14) calendar days after delivery by the non-breaching party of written notice describing the breach in reasonable detail and indicating such party's intent to terminate; or (b) the other party becomes the subject of a bankruptcy, conservatorship, receivership or other similar proceedings, or makes a general assignment for the benefit of creditors. All licenses granted under this Agreement shall expire upon termination of the Agreement. Within thirty (30) days following termination, the parties shall return all items bearing the other party's trademarks to the owner of the trademarks.

7. Force Majeure. Neither Party will be liable for any default or delay on its part in performing any obligation under this Agreement if the default or delay is caused by natural disaster, accident, war, civil disorder, pandemic, strike, or any other cause beyond the reasonable control of the defaulting or delaying Party. In the event that either Party is prevented by one of these occurrences or circumstances for a period of more than ninety days from fulfilling its obligations under this Agreement, the other Party may terminate this Agreement upon 90 days' written notice.

8. Confidential Information. Any information supplied or communicated to Sponsor by ACSM or on behalf of ACSM or developed by Sponsor in the performance of this Agreement, including ACSM's business practices and procedures, technologies, strategies, financial condition, the identity of its suppliers, customers, and members, and the nature and extent of ACSM's business relationship with same is confidential information, unless (i) such information is already in the public domain, (ii) the information is of a general nature not pertaining exclusively to ACSM that would be generally acquired in a similar engagement with another contractor or (iii) ACSM designates such information as non-confidential. Confidential information also includes proprietary or confidential information of any third party who may disclose such information in confidence to ACSM or Sponsor in the course of ACSM's business, if disclosure of such information would reasonably be regarded as a breach of ACSM's commitment to the third party to treat such information as confidential. Sponsor shall not use or disclose any confidential information, except to the extent necessary to perform Services under this Agreement or as required by applicable law, either during the Term or thereafter, without the prior written consent of ACSM, even if Agreement is terminated. Sponsor agrees not to use any confidential information in competing with the ACSM or any of its affiliates. Upon request, the Sponsor shall return all confidential information to ACSM. The provisions of this section shall survive the termination of this Agreement. Confidential information does not include any information that enters the public domain other than through a breach by Sponsor to ACSM hereunder or which is obtained by Sponsor from a third party which has no obligation of confidentiality to ACSM.

8.1. Any information supplied or communicated to ACSM by Sponsor or on behalf of Sponsor or developed by ACSM in the performance of this Agreement, including Sponsor's business practices and procedures, technologies, strategies, financial condition, the identity of its suppliers, customers, and members, and the nature and extent of Sponsor's business relationship with same is confidential information, unless (i) such information is already in the public domain, (ii) the information is of a general nature not pertaining exclusively to Sponsor that would be generally acquired in a similar engagement with another ACSM, or (iii) Sponsor designates such information as non-confidential. Confidential information also includes proprietary or confidential information of any third party who

may disclose such information in confidence to Sponsor or ACSM in the course of Sponsor's business, if disclosure of such information would reasonably be regarded as a breach of Sponsor's commitment to the third party to treat such information as confidential. ACSM shall not use or disclose any confidential information, except to the extent necessary to perform Services under this Agreement or as required by applicable law, either during the Term or thereafter, without the prior written consent of Sponsor, even if Agreement is terminated. ACSM agrees not to use any confidential information in competing with the Sponsor or any of its affiliates. Upon request, ACSM shall return all confidential information to Sponsor. The provisions of this section shall survive the termination of this Agreement. Confidential information does not include any information that enters the public domain other than through a breach by ACSM to Sponsor hereunder or which is obtained by ACSM from a third party which has no obligation of confidentiality to Sponsor.

9. Miscellaneous.

9.1 This Agreement sets forth the entire Agreement of the Parties on the subject of the Agreement and supersedes all previous oral or written representations or agreements relating to the rights and duties provided in this Agreement, and may not be modified or amended except by written agreement of the Parties.

9.2 This Agreement will be governed in all respects according to the laws of the State/Commonwealth of Indiana without giving effect the principles of conflict of law. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, then that provision will be revised by a court of competent jurisdiction to be enforceable if permitted under applicable law, and otherwise will be fully severable. This Agreement will be construed and enforced as any illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

9.3 The Sections of this Agreement on warranties and indemnification and on reversion of rights will survive its termination.

9.4. This Agreement may be amended or modified only by a written instrument signed by BASES and by the CEO or COO of ACSM.

British Association of Sport and Exercise Sciences (BASES)



[Signature] By

Ian Wilson

Printed Name

Chief Executive Officer

Title

11 / 14 / 2024

Date

American College of Sports Medicine (“ACSM”)



[Signature] By

Katie Feltman

Printed Name

INterim CEO/COO

Title

11 / 22 / 2024

Date

Exhibit A: Services

1. Purpose.

This Agreement outlines the defined agreed collaborative relationship between the American College of Sports Medicine (ACSM) and the British Association of Sport and Exercise Sciences (BASES) for the purpose that enhance the activities of each organization and foster co-operation in an international context for the benefit of all professions and professionals involved within the respective organizations.

2. Components.

The components of the agreement are outlined within.

2.1 Component 1: Global presence of members and member activities. The collaborative partnership will be communicated to both BASES and ACSM members via appropriate communication mediums at least two times per year for the term of the agreement. Each party agrees to recognize their global counterparts and link to the partner organization's website.

2.1.1 Each will recognize each other's membership status to allow for full, equal access to education activities.

- BASES considers this to include equivalent member access to; Webinars, workshops and the BASES conference, all at the at the BASES professional member rate, plus current and previous Expert Statements and Position Stands.
- The ACSM considers this to include discounts (ranges between 20-50%) on ACSM LMS content (e.g., recorded webinars, past conferences, specialty credentials, journal quizzes, preparation courses) at the ACSM member rate. ACSM can offer a maximum of 20% discount for its Annual and Summit (pending partner approval) conferences.

2.1.2 Each party will offer education activity registration to partner organization's members at the same or reduced rate as that offered to the local member (for a comparable membership category).

2.2 Component 2: BASES Receives ACSM Approved Provider Status. ACSM approved education providers are entities that can offer continuing education credits (CECs) for ACSM pre-approved educational offerings for a one-year period. Approved provider status would be provided to BASES for the term of the agreement. BASES agrees to recognize ACSM's Continuing Education Credits / Continuing Education Units.

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11 / 14 / 2024

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