

**CERTIFICATION CORPORATION MEMORANDUM OF AGREEMENT**  
**Between**  
**[Corporation Name]**  
**And**  
**the International Council on Systems Engineering**

**THIS MEMORANDUM OF AGREEMENT ("MOA")** is made this \_\_\_th day of MMM YYYY by and between **CORPORATION**, and the International Council on Systems Engineering (INCOSE), henceforth known as the Parties. It sets forth the relationship and obligations for **CORPORATION** and INCOSE relating to mutual participation and collaboration related to the certification program.

**1. PURPOSE:** This MOA is intended to promote a collaborative relationship in granting appropriately qualified **CORPORATION** systems engineers a certification at the level of Associate Systems Engineering Professional (ASEP), Certified Systems Engineering Professional (CSEP), or Expert Systems Engineering Professional (ESEP), based on the terms and conditions hereinafter set out. This agreement is intended to formalize the working relationship and arrangements.

**2. BACKGROUND:**

[**CORPORATION** background.]

INCOSE is a non-profit membership organization, dedicated to advancing interdisciplinary principles and practices that enable the realization of successful systems.

In 2004, INCOSE introduced its Systems Engineering Professional (SEP) program. Through an application, evaluation, and examination process, INCOSE grants qualified system engineers the status of INCOSE Certified Systems Engineering Professional (CSEP). In July 2008, INCOSE introduced an entry-level Associate Systems Engineering Professional (ASEP) credential. In 2010, INCOSE introduced a senior-level Expert Systems Engineering Professional (ESEP) credential.

**3. SCOPE AND OBJECTIVES:** INCOSE and **CORPROATION** will both strive to maintain a high-quality standard for the INCOSE certification program, and to grow the number and diversity of individuals who earn and maintain INCOSE certifications. This document covers the responsibilities of both parties and the benefits available to **CORPORATION** candidates when submitted under the terms described herein.

**4. CORPORATION Responsibilities:**

**CORPORATION** agrees to the following in the context of this Agreement:

- a) **CORPORATION** will maintain membership in INCOSE's Corporate Advisory Board (CAB).
- b) **CORPORATION** will promote ASEP, CSEP, and ESEP status within **CORPORATION**, with a goal of increasing year-over-year certifications.
- c) **CORPORATION** will encourage and support appropriately experienced system engineers to apply for ASEP, CSEP, and ESEP status. If possible, **CORPORATION** will cover the application and renewal fees associated with certification as part of the MOA submittal process.
- d) **CORPORATION** will encourage qualified and invited **CORPORATION** CSEPs and ESEPs to become INCOSE Certification Application Reviewers (CARs).
- f) **CORPORATION** will consider establishing an SE Certification Committee to screen applications from individuals applying for certification from **CORPORATION**. This committee will look over the individual applications and references from candidates for certification to ensure they are of high quality. At least one committee member

should be an INCOSE CSEP or ESEP. INCOSE will not monitor this internal process but will give advice on best practices to achieve the quality requirements for reference benefits.

**g) CORPORATION** will encourage the pursuit of SE certification as part of the SE development and career planning, identifying it as a potential discriminator.

**h) CORPORATION** will ensure submissions for those employees which **CORPORATION** wishes to submit for certification application and renewal are of high quality. The quality required for those submissions, and the benefits that are offered when that quality is achieved, are as follows:

Quality in Previous Year	Benefit in Current Year
<= 1 CSEP denial <= 5% of applications needing additional information	Candidates may submit with as few as 1 reference, provided that reference covers the other requirements for breadth, depth, and cumulative experience
<= 2 CSEP denials <= 10% of applications needing additional information	Candidates may submit with as few as 2 references, provided those references cover the other requirements for breadth, depth, and cumulative experience
>2 CSEP denials >10% of applications needing additional information	Candidates must meet all reference requirements, no reduction in number of references

Both characteristics in the left column must be achieved to receive the benefit in the right column. Performance in the previous year will be assessed in the first quarter of each subsequent year, with benefits offered based on the assessment results.

**i) CORPORATION** will work with INCOSE to develop a press release related to this Agreement.

**j) CORPORATION** will provide to INCOSE information and data on the benefits of certification to the organization on an ongoing basis (nominally annually).

**k) CORPORATION** will provide to INCOSE positive and negative lessons learned from the implementation of this Agreement on an ongoing basis (nominally annually).

#### 5. INCOSE Responsibilities:

INCOSE agrees to the following in the context of this Agreement:

**a)** INCOSE will tailor the certification program application process as follows for qualified **CORPORATION** applicants and corresponding references that the **CORPORATION** SE Certification Committee has reviewed and found to be consistent with the requirements of this Agreement and the quality standards of the INCOSE certification program:

1. **CORPORATION** will submit an endorsement from a current CSEP or ESEP for each individual or group of **CORPORATION** applicants submitted under the terms of this document.
2. Each applicant will complete a standard individual application form for ASEP, CSEP, or ESEP.
3. For CSEP, each applicant will need to submit at least one reference specific to the applicant by someone directly knowledgeable of the applicant's experience. The reference(s) must meet the requirements as described in the reference instruction form. More references are likely needed, depending on both applicant's work history and MOA application quality in previous year, as described in section 4h.
4. For CSEP, reference coverage and qualification must comply with the requirements listed in the individual application forms, reference form, and instructions.
5. For ESEP, due to the nature of the senior-level certification process, each applicant will need to submit the standard number of high-quality ESEP references. ESEP applicants and references are also subject to the standard ESEP oral review process. ESEP submittals will be eligible for the application fee discount as indicated below.
6. For ASEP or CSEP renewal, individuals must submit the standard renewal log.
7. ASEP, CSEP, and ESEP, applications are eligible for the application fee discount when submitted as part of a group.
8. INCOSE will promptly review the applications, submitted references, and renewal logs. INCOSE retains its role as the final authority on granting certifications.

b) When a group of 5 or more application or renewal payments is submitted, bulk payment discounts are available. The magnitude of these discounts is based on the volume of application or renewal payments submitted the previous year. This discount reflects the reduced processing costs INCOSE incurs when a payment is made for 5 or more applicants at a time, or when a pre-payment is made for Certification expenses to be identified later. The important factor is that the payments be for groups of 5 or more, while application materials may be submitted individually or in groups.

Quantity of applications or renewals submitted in previous calendar year	% discount on application or renewal fees for groups in current year
>= 10	5
>= 20	10
>= 30	15

*Note: the discount is on individual application and renewal fees. There is no group discount on individual application or exam fees.*

- c) INCOSE will provide recognition of the Agreement on the INCOSE website.
- d) INCOSE will provide at its own expense labor for training and consultation to **CORPORATION** on the certification application process, including orientation training of the certification review process.  
*Note: Any required travel or other cost/fees/expenses by INCOSE in this regard will be paid for by **CORPORATION** but must be pre-approved and codified by issuance of the applicable procurement documentation prior to incurring any costs.*
- e) INCOSE will support **CORPORATION** in identifying certification-related training preparation and delivery providers. This shall in no way preclude **CORPORATION** from selecting any other provider of their choosing.
- f) INCOSE will continually seek ways to simplify and internationalize the certification program while maintaining its overall quality standard.
- g) INCOSE will make the **CORPORATION** point of contact cognizant of any relevant and applicable governance or policy changes.

**6. INDEMNITY:** Each Party shall indemnify and hold harmless the other Party and its agents from and against any and all claims, demands, liabilities, settlements, damages, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of, or in any way connected with, any default, breach or negligent non-performance of this MOA or any negligent act or omission on the part of itself, its agents and employees arising out of this MOA. Notwithstanding any other provision in this agreement to the contrary, neither party shall be liable to the other party for any special, incidental, exemplary, indirect, economic, or consequential damages of any nature under this agreement, including but not limited to loss of business opportunity, business interruptions, delays, lost interest, goodwill, and lost profits, arising from any cause or claimed under any theory of law, even if advised of the possibility of such damages, and regardless of the sole or concurrent negligence or fault of any party.

**7. APPLICABLE LAWS:** This Agreement shall be subjected to, governed by and interpreted in accordance with the laws of the state of California in the United States of America, without regard to its conflict of laws provisions.

**8. PROPRIETARY OR CONFIDENTIAL INFORMATION:** Neither Party shall disclose to a third party Proprietary or Confidential Information of the other Party. INCOSE may work with academic partners to analyze candidate information as captured in individual application forms, with only aggregated information released to the public. Each Party further agrees to act as trustee for any Confidential Information jointly created or acquired through the Parties' participation in this MOA. Proprietary or Confidential Information contributed by one party in pursuit of joint working should be clearly identified as such at the point of contribution. Such information shall only be used for the purpose of joint working and shall be returned or destroyed on Termination of the Agreement.

**9. RELATIONSHIP MANAGEMENT:** **CORPORATION** and INCOSE will each name one or more representative(s) who will act as liaison(s) between the organizations, in particular as the authorized senders, recorders and recipients of any proprietary or confidential information, IP or Copyrighted material. The names and contact details of each representative shall be maintained at Addendum A.

**10. GENERAL ADMINISTRATION, TERMS AND CONDITIONS:**

**Binding Effect:** This MOA shall inure to the benefit of, and be binding upon, the Parties, their successors in interest, legal representatives, and assigns.

**Financial Considerations:** Each party agrees to bear its own cost of participation in this MOA.

**Amendments:** Amendments to this MOA may be made at any time subsequent to the initial effective date with proper coordination and approval between signatories, or their designated representatives. Modifications to Addendum A that do not increase the total commitment of either party may be agreed between designated representatives without requiring re-authorization of this MOA.

**Duration of MOA:** This agreement shall remain in effect for a period of three (3) years, unless otherwise changed through mutual agreement of both signatories. Three months before the expiry of the MOA, **CORPORATION** and INCOSE shall meet to discuss renewal or changes of direction. At periods not exceeding each 12-month period from initial MOA signature, **CORPORATION** and INCOSE shall meet to review progress towards agreed goals, plus any necessary revisions.

**Termination:** Either Party may dissolve this relationship after giving the other notice in writing 60 days in advance of cancellation date. Upon termination or non-renewal of this MOA, confidentiality as described in this agreement shall still be maintained.

**Notices:** Any notice given under this MOA to any of the Parties may be affected by: (i) email or, (ii) facsimile, receipt of which is confirmed by facsimile confirmation.

**No exclusivity:** Nothing in this agreement shall prohibit either Party from establishing contracts, strategic alliances or MOAs with any other entity, organization or individual. The Parties shall be independent contractors in their performance under this Agreement, and neither the existence nor the terms of this Agreement shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise. Neither Party will have the authority to make any statements, representations or commitments of any kind nor to take any action binding on the other except to the extent (if any) provided for in this Agreement. This Agreement is a non-exclusive arrangement.

**Assignment:** Neither Party may assign or transfer any of its interest in this MOA, nor any interest herein or claim hereunder without the express written consent of the other Party.

**Complete agreement:** This MOA constitutes the entire agreement among the Parties and supersedes all other prior MOAs of the Parties for the period to which it applies and may not be modified except in writing signed by the Parties.

**Counterparts:** This MOA may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If either Party uses a scanned or facsimile transmittal, that copy shall be deemed to be an original.

**Endorsement Disclaimer:** Nothing in this Agreement shall be construed as a blanket endorsement of one of the Parties or its activities by the other. Use of a Party's name, trademark, or other indicia by the other Party requires prior written approval.

IN WITNESS WHEREOF, THIS MOA IS EXECUTED BY THE PARTIES HERETO BY THEIR RESPECTIVE UNDERSIGNED AND AUTHORIZED OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE.

**CORPORATION**

**INCOSE**

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Authorized Signature*

**CORPORATION Name**

**Courtney Wright**

**CORPORATION Position**

**Certification Program Manager, INCOSE**

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Authorized Signature*

**CORPORATION Name**

**Kerry Lunney**

**CORPORATION Position**

**President**

**The International Council on Systems Engineering, Inc**

**Address for communications:**

**Address for communications:**

**CORPORATION**

**7670 Opportunity Rd, Suite 220**

**CORPORATION Address**

**San Diego, CA, USA, 92111**

**CORPORATION City, ST ZIP**

[info@incose.org](mailto:info@incose.org)

**CORPORATION E-mail**

## ADDENDUM A – ORGANIZATIONAL POINTS OF CONTACT

The individuals responsible for executing this agreement from each Party are listed below. Should any of these individuals discontinue representing their organization, their organization shall notify the other organization as soon as possible.

### **INCOSE**

**Courtney Wright**

**Certification Program Manager**

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### **INCOSE**

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### **INCOSE**

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