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PROFESSIONALS ADVANCING THE FUTURE.

## PRE-READ MATERIAL – SPECIAL MEETING OF MEMBERS

### NOVEMBER 23, 2022, 7:00 pm (PST)

The intention of this document is to provide members with information related to the Federation Structure and the Board recommendation on whether to trigger a notice of voluntary disassociation or stay within the current [Federation Agreement](#) (also attached in the pre-read package). The initial discussion took place August 4, 2022 at the last Special Members meeting. As discussed, members requested the Board to provide further information and analysis.

The package below will help you understand the context, background, and impact of such action on your personal journey, and help you make an informed, fact-based decision.

It has been provided in advance of the Special Meeting of Members to enable you to make an informed vote as it relates to the future of our association.

#### HOW DID WE GET HERE?

Overall membership has been declining across the country and felt by all institutes except Ontario and British Columbia. In addition, we are experiencing decline in revenue from our education programs. The Federation Council, the highest Board within our Association that makes all decisions has failed to agree on any path forward.

#### WHY CONSIDER TRIGGERING NOTICE TO VOLUNTARILY DISASSOCIATE AND WHY NOW?

As detailed below, the current Federation Agreement does not fulfill the intended outcomes and the current KPIs show the Federation Structure is unsustainable as is. Specific to you as a member of B.C. Institute, the Association is confronted with looming financial impacts (approximately \$135,000 based on a 9-month period) resulting from interdependencies and shortfalls related to the SCMP and SMT online modules with Institutes outside British Columbia. As a result, should members vote to stay within the current agreement, member dues will need to go up to compensate for the declining revenues in SCMP and SMT revenue.

**Of your Member Dues, ~\$192K is paid to National each year.** Our cumulative assessments paid, total approximately **\$500,000 to \$600,000 in the last three years.** These are funds that could be invested to bring greater member value to you.

Consideration for triggering notice of voluntary disassociation is the result of an unsuccessful three-year effort to remediate the issues and challenges inherent in the current Federation Agreement. The Board has made every effort to support solutions, be transparent with members and navigate the existing structure and agreement to no avail. (Details are below). **Having considered this matter thoroughly, the Board recommendation is to proceed with Triggering Notice of Voluntary Disassociation and to exit the current Federation Agreement.**

## **WHAT HAPPENS IF I VOTE "YES" TO TRIGGERING NOTICE TO VOLUNTARILY DISASSOCIATE?**

For the 12-month period following the Official Notice to Disassociate, your membership remains the same, as we are still bound by the Federation Agreement for a period of 12 months after the Notice is served. The 12-month notice period

is intended to allow all stakeholders to prepare a transition plan that would take effect on the actual disassociation date. The Board is preparing its Operational Plan to move our Institute forward with a Yes vote. We are confident that members will receive the best service, value, and experience through the transition year and in the first year of independence. The key factors included:

- The SCMP designation will continue to be recognized by the British Columbia government via the Societies Act, making the Association the only entity as being authorized to grant a protected designation to its members.
- The SCMP designation program curriculum will be negotiated with the appropriate entity that can help transition our existing students and future students into their SCMP. We will work with the National office on their plans to improve the SCMP program or partner with Ontario who is working on their own program. Either way, we understand the value to members in offering appropriate programs to achieve our SCMP designation. We will also bring the process for Required Prior Learning Assessments back to BC. Our Institute has lost approx. \$100K in revenue since this moved to National.
- Your membership will include access to all the same great events (Leadership Series, Symposium, Holiday Events) and new programs to ensure the continued engagement of members.
- An independent Institute will have autonomy and flexibility regarding decisions for Continuing Professional Development (CPD) requirements and reporting for SCMPs.

Please note, we have ONE year to plan and work with National and other Institutes to develop a negotiated agreement or rescind our position and stay within the Federation.

## **INTRODUCTION:**

The Association's operational pillars are underpinned by our desire to deliver currency (current issues that are timely) and accessibility (location, platform, and cost) in service to our members and elevating the profession.

Despite being separate legal entities, the Federation Agreement, and the current structure under which we operate, have inherent, built-in co-dependencies among Institutes, that pose significant obstacles to enabling our ability to operate efficiently and achieve our goals for B.C. members.

Our federated system was formed in an era before digitally enabled collaboration and rapid delivery of products and services across geographic boundaries were possible. The structure is not currently utilizing best practices or innovation and technology to advance the industry, and therefore the structure has become outdated and unsustainable as a business model. Recognizing this, we have been working relentlessly for years, lobbying for changes to the current Federation Agreement which was signed in 2015. All remediation efforts since November 2019 have been unsuccessful in bringing the Federation together in a new path forward.

**The status quo with the current agreement is no longer viable. The time has come to commit to a future of growth and innovation - a decision that only members can make. We are committed to providing information for each member to make an informed decision based on facts, and to facilitate the necessary next steps to strengthen the organization of British Columbia's supply chain.**

Please take the time needed to read the package and make an **informed vote** as it relates to the future of your Association. The choice is yours.

## BACKGROUND AND CONTEXT:

### THE FEDERATION AGREEMENT AND STRUCTURE

In 2015, The Supply Chain Management Association, British Columbia (the "B.C. Institute") joined a national Federation made up of ten independent and separate legal entities, known as Institutes (including the B.C. Institute) and the National Association. The Institutes and the National Association are referred to as the "Federation Parties" and each as a "Federation Party". Each Federation Party remains a separate legal entity. The Federation was established and is governed by an agreement among the Federation Parties (the "Federation Agreement"), which sets out certain details about how the Federation Parties work together in the pursuit of delivering demonstrable value to all members.

### SHARED GOALS OF THE FEDERATION AND THE ASSOCIATION

As a Not-For-Profit (NFP) we are driven by our mission, which is to provide leadership to the Canadian supply chain community, provide value to all members, and advance the profession. At the heart of these words is the notion that we exist to elevate the supply chain profession in British Columbia and across Canada.

To deliver against this mission, The Federation agreed that we must:

- 1) Grow to reach a critical mass to be the voice of the supply chain in British Columbia and across Canada.
- 2) We must enhance our offerings to members if we are to remain relevant as an Association.
- 3) The SCMP must become the leading and most respected supply chain designation in Canada, which employers MUST seek more often than they do today.

**Key Take-away: On April 18, 2018, all parties to the Federation Agreement adopted a new, unified Strategic Framework in 2018 to deliver against these overarching objectives.**

### HOW HAS THE FEDERATION PERFORMED AGAINST THESE SHARED OBJECTIVES?

A summary of the top three KPIs from the shared strategy, based on the reports provided at the Federation Council Meeting on March 31, 2022, demonstrates the severe contrast in performance between British Columbia and all other Institutes.

KPI	ALL INSTITUTES COMBINED
Membership Growth	2% for a total of 88 Net new members across 10 Institutes
SCMP Enrollment (demand for the Designation)	(-) 16.7% or a drop of 42 fewer enrollments across 10 institutes, compared to the year prior
Relevancy - Membership Value as measured by % of members participating in at least one activity other than membership renewal or activation	Approx. 25% across 10 institutes

**Key Take-away: The results have been inconsistent since 2018 and continue to be significantly below performance expectations.**



## WHY SUCH POOR FEDERATION PERFORMANCE?

A degree of conflict and debate is inevitable - even healthy - in federations. However, in our case, the challenges are systemic and debilitating:

- Considerable resources have been spent over three years, attempting to define and redefine the relationship, and we have not been able to arrive at decisions.
- The trust and collaboration required to operate together are fractured.
- Lack of clarity **in the agreement itself** has made it difficult to hold partners accountable for delivering on commitments and results.
- The Agreement has not provided for actionable consequences when Institutes fail to abide by decisions made or defiantly go against those decisions.

To further complicate matters, the Federation Agreement is structured such that each of the ten institutes and the National Association holds a single vote. This means British Columbia members have a disproportionately minimized influence per capita compared with other smaller Institutes.

**Key Take-away: The intended outcomes of the Federation Agreement are not being met.**

## WHAT ARE THE SPECIFIC RISKS TO THE ASSOCIATION MEMBERS?

The shortcomings of the current Federation Agreement have a cascading effect on the Association and members. While there are many issues, the top three most significant concerns are:

- 1) **Sustainability of the Federation Partners and long-term viability of the Supply Chain Canada brand is at risk** – Driven by documented lack of growth, lack of decision making and a lack of alignment to strategy, the existing Federation presents a long-term risk to the viability of the Supply Chain Canada Brand that can no longer be ignored. We must acknowledge that the inability of Institutes to remain sustainable will ultimately increase the financial contribution needed from British Columbia, to sustain the other Institutes in the Federation Agreement.
- 2) **Increased financial risk and pressure on British Columbia given the interdependency and shared SCMP online modules** – Ontario is the lead institute, per the Federation Agreement, to deliver the SCMP and SMT online modules, on behalf of the country. Prairie Alliance Institutes (Alberta, Saskatchewan and Manitoba) have aligned to deliver competing offerings. This is creating significant financial pressure on our Institute as we are seeing a continuous trend of approximately 30% reduction in net revenues year over year.
- 3) **Diminishing value to Members and high cost of membership:** The Federation continues to show the inability to align and make critical decisions related to Strategy, Core Education, and Back-office infrastructure. The cost of membership today is double that of our competitors and driven mostly by high assessment fees established within the Federation Agreement (\$300 of your dues).

**Key Take-away: If we connect these results back to our mission, it's clear there are significant challenges, and the biggest risk to the B.C. Institute is the sustainability of the Federation overall.**

## ADDRESSING THE CHALLENGE – ROLE OF THE BOARD

The Association's Board of Directors is the legally constituted governing body that acts on behalf of all B.C. members, as collective trustees of the organization. The Board speaks with one voice only and makes decisions

in the best interests of the organization as a whole.

Every Board member has a fiduciary duty to the organization. This means that the Board is acting on behalf of the membership in directing the affairs of the organization. Just as corporate boards are accountable to shareholders, the governing body of a Not-for-Profit organization has a fiduciary responsibility to see that the organization is acting in the best interests of the public, and more specifically the “stakeholders” (members).

The Board also has a duty to our members to act within the scope of the governing documents of the organization and to ensure that committees and staff do so as well. Governing documents include the organization’s constitution, bylaws, policies, rules, and regulations, and this also includes the Federation Agreement.

With this duty in mind along with the materiality of the investments we make on your behalf to the Federation, the Board initiated and supported efforts to address the challenges with our Federation Partners, with a commitment to transparency to our members and Federation Partners. Below is a summary of our efforts:

### **November 2019 – April 2020**

#### **Steps taken by the Federation Council:**

In late 2019, as the Federation began to look at the results against strategy, it became evident to the Chairs of all Institutes that our goals (growth, prominence of designation, consistent value to members) had NOT been achieved.

These discussions evolved into the “Delivering Member Value” project, and in April 2020 the Steering Committee of Chairs initiated an exhaustive and structured 9-month analysis of Supply Chain Canada’s future-state options.

#### **Steps taken by the Board:**

The Board supported and agreed that this was the first step towards changing an outdated system.

### **September 2020**

#### **At the AGM:**

The Board advised our members that we had committed to participate in a cross-country collaborative effort to ensure we are unified in serving our mission and vision.

In addition, the Board was active in working with the other institutes within the Federation structure to champion systemic changes.

### **February – June 2021**

Merger Process

#### **Steps taken by Federation Council:**

In February 2021, the Federation Council collectively approved, in principle, that the separately incorporated Institutes and National Association should merge their operations, personnel, funds and other assets into a single legal entity.

The Federation Council also requested the development of a detailed Master Merger Plan outlining financial implications and member service and engagement enhancements, for review and analysis.

#### **Final Outcome: Federation Council failed to accept the Master Merger Plan**

On June 30, 2021, the Federation Council voted against proceeding further, based on the voting structure outlined in the Federation Agreement, with a vote of 7 Institutes in favour (64%) of the Master Merger Plan and 4 Institutes against the plan.

## **July 28, 2021**

Plan B Options not Supported by Federation Partners

### **Steps taken by Federation Council:**

The Federation Council met again on August 31, 2021 and reached a consensus on a path forward to address the Roles and Responsibilities and the Funding Model within the existing Federation Agreement.

### **Steps taken by THE ASSOCIATION Board:**

The Board decided to support the work of the EWG and directed our Executive Director to actively participate. We hosted several meetings to support our Executive Director in discussions and timely decisions so as to not hold up the process and to help achieve its targets.

### **Another Attempt at Collaboration:**

An Executive Working Group was established, comprised of one representative from each Institute (most senior staff or board member) with a view to providing a set of recommendations for the Federation Council's consideration by December 15, 2021.

## **December 2021**

EWG Recommendations Rejected by Federation Council

### **Steps taken by Federation Council:**

The Federation Council met on December 15 and voted against the full set of recommendations provided by the Executive Working Group with a vote of 6 Institutes in favour (55%) of the recommendations and 5 Institutes against the recommendations (45%).

At a high level the recommendations proposed were the following:

- A transitional funding model - is to be finalized by December 31, 2022 and be applicable to the fiscal year 2023 (the transition year). The transitional funding model was presented for the fiscal year 2023 to incentivize growth and ensure that funding would be made available to support the execution of the stated shared priority projects (below).
- Roles and responsibilities - A framework that defined the respective roles and responsibilities to set direction and align to country-wide implementation/ execution.
- Three shared priority projects were identified as requiring immediate alignment as they are critical for our collective success, with a commitment for project charters to be reviewed and approved by Federation Council by March 31, 2022:
  - Development of a new Canada-wide strategic plan
  - Education reboot for SCMP and SMT programs
  - Replacement of current CRM system

### **Steps taken by the Board:**

The Board voted in support of the shared projects as we felt these were necessary to move our Association forward. We heard from several members highlighting issues and concerns with our current curriculum and without a proper CRM system, our operations could not align. However, the other recommendations did not effectively outline a workable proposed framework and the transitional funding model would have BC tap into our reserves to once again support other Institutes. We did not believe the other recommendations addressed or achieved the goals set out by the Federation Council on August 31, 2021.

**Final Outcome: FC failed to support the full recommendations of the EWG**

The Federation Council approved moving forward with the three project charters related to the three shared priority projects. The Federation Council did NOT approve the approach to the Roles and Responsibilities nor the Funding Model. As a result, the original issues related to funding and roles and responsibilities remain outstanding.

**March 2022**

Federation Council at an impasse once again and Project Charter work not completed.

**Steps taken by the Federation Council:**

On March 31 the Federation Council met to receive an update on the status of the project charters, among other agenda items.

Ontario presented and proposed the idea of adjusting the voting structure as a means of overcoming the impasse. Specifically, proportional representation calculated by the number of Institute members or by Assessment Fees was proposed. Institute representation was proposed to be capped at 49% to ensure no single entity holds a majority.

**Final Outcome: Federation Council rejected the suggested change to Voting Structure and Project charters were NOT completed.**

Re: Adjustment of voting structure: On March 31, 2022, the Federation Council met and did not support the proposition of proportional representation.

On March 31, 2022, The Federation Council met and the update related to the project charter work was NOT completed. It was evident that the attempts to develop project charters did not prove valuable nor did they yield any deliverables for our members in British Columbia nor across Canada.

**June 2022**

**Steps taken by Ontario Institute Board**

On June 23, 2022, the Ontario Institute held a disassociation vote with its members and the vote passed. The next day the Federation Council was formally advised of that Ontario is officially disassociating from the Federation Agreement. Ontario represents 50% of members.

**August 2022**

**Steps taken by the BC Board**

The Board held a Special Members meeting to discuss the challenges at National with the Board resigning and the staff departing. In addition, we discussed the issues occurring within the Federation Council and the imminent departure of the Ontario Institute. It was at this meeting that members requested further information.

**SUMMARY OF EVALUATION AND FINAL RECOMMENDATION:**

As Supply Chain professionals, we have all encountered challenges with agreements and handling grievances. As with any agreement we similarly engaged in finding ways to mediate and resolve the challenges. We disclosed intentions and aligned on the issues, we actively participated, negotiated, and showed compromise to establish an agreement that would allow us to move forward. However, all attempts to remediate were unsuccessful.

After many attempts in the last three years, to negotiate a new agreement that serves all Institutes better, it is evident that a solution that appeals to all parties is not possible.

The Board has concluded that the only plausible option remaining is to exit the agreement.

### **WHAT IS REQUIRED TO EXIT THE FEDERATION AGREEMENT?**

As stated in the Federation Agreement (in accordance with s. 13.1 of the Federation Agreement), voluntary disassociation requires authorization by vote of at least two-thirds of the Association's members present or represented by proxy at the special meeting of the members of the Association called for this purpose. A disassociation is effective one year after written notice of such member approval is given to the National Secretariat unless further notice is given withdrawing the initial notice.

### **HOW ARE MEMBERS GOING TO BE IMPACTED? WHAT DOES THIS ALL MEAN FOR YOU?**

At the Special Meeting of members in August of this year, we discussed the issues surrounding failure of the FC, concerns with the departure of the National Board of Directors, and the subsequent departure of key senior leaders within the National Office. These issues have not been resolved. In fact, we are seeing further lack of confidence as the National Board election process was not transparent and severance packages of the staff not paid out.

Should we choose to disassociate from Supply Chain Canada and its federation partners, we will look to invest in building local infrastructure (CRM, payment system) or weigh our options to negotiate shared services with other Institutes or National. The following areas may be impacted, but also will be open for negotiation under a shared services agreement.

- 1) Branding
- 2) Website
- 3) Education IP - access to the current dated SCMP and SMT curriculum
- 4) Membership will remain as is for 12 months.

### **The SCMP designation will continue to be recognized by the British Columbia government under the Societies Act.**

On behalf of the Association's Board of Directors, acting with fiduciary responsibility, and based on evaluation of the facts, has concluded that we must proceed with triggering the notice to voluntarily disassociate. It is the clear path forward.

The current results are not in line with the intended objective of the Federation Agreement. The Federation has not been able to deliver against our mission and stated objectives, which were:

- 1) Grow to reach a critical mass to be voice of supply chain in British Columbia and across Canada.
- 2) We must enhance our offerings to members if we are to remain relevant as an Association.
- 3) The SCMP must become the leading and most respected supply chain designation in Canada, which employers MUST seek more often than they do today.

All efforts to reach alignment have failed, and the federation has not, and will not be able to provide demonstrable value and relevance to our members.

In addition, given the sustainability risk of the Federation as a whole, along with the continued diminishing revenue stream from the delivery of SCMP and SMT online modules, the B.C. Institute faces immense financial pressure to continue with Status Quo arrangements. The Association will be unable to fund the assessment model of the current Federation, without increasing membership dues. It is you, the B.C. members, that will bear the cost of subsidizing other independent entities.

Ultimately, we are here to serve you, and you have the opportunity to choose the path forward for the Association you want to participate in. Should you have any questions or comments to share prior to the Special Meeting of Members, please reach out to me at [communications.bc@supplychaincanada.com](mailto:communications.bc@supplychaincanada.com). Our only mandate is that you have all the information you need to make an informed decision on November 23, 2022!



## Supply Chain Management Association

### Federation Agreement

#### **Preamble**

This agreement outlines the federation of the National Association and Institutes that are parties to this agreement (as listed in Appendix B and C). While each organization is an independent, stand-alone not-for-profit association with its own mandates to serve the unique needs of its stakeholders, the individual parties have recognized that there are many areas where a coordinated and collaborative approach is in the best interest of the combined membership, as well as the profession of supply chain management. As a result, the parties intend to formalize the relationship diagrammed below.



This Agreement, which replaces all previous affiliation agreements, is designed to define how the parties will work together, including but not limited to the Code of Ethics, education and training, accreditation, consistent standards, research, strategic planning and advocacy for our members, stakeholders and for the supply chain management profession. In this way, the parties can take advantage of joint capacity, resources and expertise to provide demonstrable value and relevance for our members, and create a united voice in promoting supply chain management as a strategic contributor to organizational competitiveness and success.

All parties are separately incorporated and have objects or similar guiding principles aligned with the following:

1. to promote the education and development of its members the fields of supply chain management, and to provide for a professional designation
2. to develop and improve all aspects of supply chain management and to co-operate with other interested organizations for the advancement of supply chain management;
3. to establish and encourage the application of high standards of ethical conduct;
4. to further the professional status of individuals engaged in supply chain management;
5. to promote co-operation among the parties and the respective members of each party to network and share ideas, methods, best practices, strategies and technical developments in the field of supply chain management;
6. to facilitate research and development in the fields of supply chain management for the benefit of industry and society;
7. to disseminate knowledge of the theories, practices, strategies and evolution of supply chain management by means of conferences, discussions, research, publicity, international affiliations and by such other means as may be decided upon from time to time; and
8. to promote awareness of the important role of supply chain management in organizations and in the economy, as well as the career potential within the field.

The parties wish to enter into this Agreement to define their respective roles and responsibilities to more effectively promote their mutual objects and purposes.

In consideration of the preamble, and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following:

## **1. Definitions**

- 1.1 **“Agreement”** – means this agreement, which includes all referenced Appendices, and which may from time to time be amended by the Federation Council.
- 1.2 **“Code of Ethics”** – means the national Code of Ethics, as established and (from time to time) revised by the National Association in consultation with appropriate stakeholders.
- 1.3 **“Core Elements”** – means the common areas of activity that are to be within the jurisdiction of the National Association. These are defined in Appendix A to this

Agreement and may be revisited and revised from time to time by the Federation Council.

- 1.4** “days” – means calendar days.
- 1.5** “Disassociate” – means the disassociation of an Institute from the Federation, and “Disassociation” shall have a corresponding meaning.
- 1.6** “Federation” – means the federation of the National Association and Institutes described in this Agreement.
- 1.7** “Institute” – means one of the ten provincial/territorial not-for-profit “Institutes of the Supply Chain Management Association”, as specifically identified in Appendix B to this Agreement, each of which has a territorial jurisdiction specified in Appendix B to this Agreement, and the roles and responsibilities outlined in Appendix D to this Agreement.
- 1.8** “Institute Capacity Groups” – means the grouping of Institutes into “High Capacity”, “Medium Capacity” and “Limited Capacity” groups, as set out in Appendix B.
- 1.9** “National Association” – means the Supply Chain Management Association, a not-for-profit organization existing under the laws of Ontario, that has jurisdiction over the agreed Core Elements (and distinct from the Federation as a whole, which is sometimes referred to outside of this Agreement as the “Supply Chain Management Association” and is referred to in this Agreement as the “Federation”).
- 1.10** “National Board” – means the Board of Directors of the National Association which has the roles and responsibilities outlined in Appendix D to this Agreement. Throughout this Agreement, where the National Association is identified as having responsibility for a given activity, it is understood that the National Board will be the governance mechanism to oversee the execution of that activity.
- 1.11** “National Programs” – means the training and professional development programs designated as “national” by the Federation Council – e.g. the Supply Chain Management Professional (SCMP) program, the Supply Management Training (SMT) program, the workshops providing advanced standing between these two programs, any successor programs to those programs, and any future programs so designated.
- 1.12** “National Secretariat” – means the organization that provides administrative support and execution of the strategies developed by the National Board and the Federation Council, performing according to the detailed roles and responsibilities outlined in Appendix D to this Agreement.
- 1.13** “Federation Council” – means the council consisting of up to two representatives from each Institute and up to two representatives from the National Association, which has the roles and responsibilities outlined in Appendix D to this Agreement. The Federation

Council is accountable to the Boards of Directors of the Institutes and to the National Board.

## **2. Representation**

- 2.1** All parties shall have the right to representation on the Federation Council. Said representation will be in conformity with and in accordance with the provisions of this Agreement, and with any policies approved by the Federation Council. Each party shall notify the National Secretariat as to its designated representatives from time to time.
- 2.2** The representatives of each party shall be the elected head and the staff head, or such other persons as may be appointed by each party from time to time. Each party shall have one vote (i.e., the representatives of a party shall, collectively, have the right to cast one vote on behalf of that party).

## **3. Membership**

- 3.1** Any individual resident in Canada who is interested in becoming a member of the Federation must become a member or associate of the Institute applicable to the province/territory in which he or she resides (as provided for in Appendix B). Individuals in Prince Edward Island have the choice of joining SCMA New Brunswick or SCMA Nova Scotia. In the event that any existing Institute should Disassociate, the Federation Council will define alternative membership arrangements, as per paragraph 14.4.
- 3.2** All members and associates in good standing of the Institutes that are a party hereto shall, by virtue of that membership, be members of the National Association. They will be entitled to all rights, privileges and services which such membership provides.
- 3.3** Any individual, who for any cause, ceases to be a member or associate of any Institute shall cease to be entitled to membership in the National Association pursuant to paragraph 3.2, except in the instance of Disassociation of the individual's Institute from the collaboration set out in this Agreement, in which case provision for alternate membership is made in paragraph 14.4.
- 3.4** Individuals not resident in Canada may become members of the National Association, providing they meet the criteria that may be established from time to time by the National Association.

## **4. Dues and Assessment**

- 4.1** All Institutes shall be entitled to establish a dues structure for membership within their jurisdiction, which will be regularly evaluated in relation to the dues structure of the other Institutes with a goal of reasonable alignment of dues across Canada.

- 4.2** The National Association shall be entitled to establish a dues structure for membership of individuals not resident in Canada, which will be regularly evaluated in relation to the dues structure of the Institutes.
- 4.3** All Institutes agree to fund the activities of the National Secretariat and the National Association according to the terms of an assessment model as determined and agreed to from time to time by the Federation Council, and such assessment model shall have regard to the viability of all parties.

## **5. National Training and Professional Designation Programs**

- 5.1** The National Association, in consultation with all Institutes as well as the appropriate subject matter experts and other relevant stakeholders, shall have responsibility for developing and maintaining the relevance and currency of the following aspects of the National Programs:
- a) a competency map which defines a professional in supply chain management;
  - b) standard-setting and policies related to the national education programs and the earning and maintaining of the professional designation;
  - c) the course(s) of study and the program structure, learning objectives and content;
  - d) evaluation mechanisms; and
  - e) instructor standards and review.

In fulfilling such responsibility, the National Association shall have regard to local economic and other factors affecting any particular jurisdiction, as these may impact the relevancy, structure, mode of delivery, of programming to members in that jurisdiction.

- 5.2** Each Institute shall have the exclusive right within its jurisdiction to administer and deliver (or to contract to third parties the delivery of) the National Programs, with the exception of the preparation for and final evaluation for any professional designation which will be administered by the National Secretariat. The Institutes shall not have the right to unilaterally modify either the learning objectives or the policies and standards of the National Programs; provided that modification of the mode of delivery or tailoring of content of a National Program within reasonable limits to accommodate the economic activity or professional interests of a particular jurisdiction shall not be considered to constitute a modification of the learning objectives or the policies and standards of the affected National Program.
- 5.3** The National Association shall have the exclusive right to administer and deliver (or contract to third parties the delivery of) the National Programs outside of Canada.
- 5.4** Each Institute shall be entitled to establish the program fee structure for the National Programs delivered within its jurisdiction, which will be regularly evaluated in relation to the fee structure of the other Institutes. On-line delivery will be offered at a harmonized price structure, as established and agreed by the Federation Council. The

fee structure for the final evaluation for any professional designation will be established by the National Secretariat.

- 5.5** Each Institute will have the right to evaluate and approve programs submitted by educational institutions and/or individual candidates with respect to requests for advanced standing and related exemptions from program requirements in their jurisdiction, according to the standards established by the National Association, unless that Institute chooses to delegate that role to the National Secretariat. Each Institute shall only approve programs that do not conflict with or undermine the standards established by the National Association.
- 5.6** Each Institute, according to its governing legislation (where applicable), shall have the exclusive right to confer the professional designation in its jurisdiction.
- 5.7** The National Association has the exclusive right to confer the professional designation on participants not resident in Canada.
- 5.8** The National Association has the exclusive right to establish reciprocity with other designation programs.
- 5.9** All parties shall identify and bring to the attention of the National Secretariat any instances of non-compliance with the agreed standards of any National Program (whether in design or in delivery) (at paragraph 6.1(a)-(e)), for action by the appropriate decision-making body or bodies as outlined in the detailed Roles and Responsibilities chart in Appendix D.
- 5.10** Each Institute shall have the exclusive right to develop and deliver any other training and professional development programs not deemed to be National Programs within its jurisdiction in Canada, with the exception of the National Conference, the International Symposium and the Leadership Forum (administered by the National Secretariat) and any other programs that may be identified from time to time and agreed by the Federation Council as being national in scope. Any programs developed by any Institute shall be, at all times, supplemental to and not in substitution for or in competition with, the National Programs as prescribed by the National Association. Each Institute is accountable to share its development plans with the other parties to encourage collaboration and/or to identify programs that could fill a national need.

## **6. Code of Ethics**

- 6.1** The members of each party shall adhere to the Code of Ethics.
- 6.2** Each party shall be responsible for the compliance and discipline aspect of the Code of Ethics within its respective jurisdiction, and according to any applicable legislation and by-laws.

## **7. Strategic Planning**

- 7.1** The Federation Council will, every three to five years, lead a consultative strategic planning process involving all parties, members and other appropriate stakeholders. This process will identify/validate a common vision for the collaboration set out in this Agreement, and a series of common priorities related to the Core Elements, which will be adopted and supported by each party.
- 7.2** Each party will develop its own mission statement and its own objectives to serve the individual interests and priorities, of that party and its jurisdiction, provided that its mission statement and objectives support the common vision and strategic priorities developed pursuant to paragraph 8.1 of this Agreement.

## **8. Brand Standards and Trademarks**

- 8.1** The National Association and the National Secretariat will be responsible for the development and enforcement of brand and corporate identity standards for the Federation and for the National Programs.
- 8.2** Institutes shall be permitted use of the logos and any other brand elements of the National Association, in adherence with the National Association's standards and subject to entering into a separate trade-mark agreement with the National Association, which will detail mutual responsibilities in defence of the trademarks.

## **9. Advocacy, Outreach and Strategic Relationships**

- 9.1** Each party will be responsible for developing strategic relationships and advocating for the profession at the level appropriate to its jurisdiction (i.e. provincial/territorial for the Institutes, national and international for the National Association)

## **10. Mutual Indemnification**

- 10.1** The parties covenant and agree to indemnify and save each other harmless from any liability, loss, damage or expense, including assessable legal fees, arising out of intentional misconduct or the negligent performance of their respective obligations under this Agreement or by anyone for whom they are in law responsible. The parties hereto agree that they shall co-operate with each other in the defense of any such action, including providing the affected party with prompt notice of any such action and the provision of all material documentation. The parties further agree that they have a right to retain their own counsel to conduct a full defense of any such action.

## **11. Confidentiality and Privacy**

- 11.1** "Confidential Information" means any of the following information provided by or on behalf of one party (the "Disclosing Party") to the other party (the "Receiving Party"), or to which the Receiving Party is provided access, including any copies thereof: (a)

information concerning the Disclosing Party's business affairs, finances, membership, programming, plans or prospects; (b) proprietary or confidential information of any third party that may rightfully be disclosed by the Disclosing Party to the Receiving Party; (c) information which is expressly communicated as being or is marked as confidential; or (d) information which by its nature and the context in which it is disclosed ought to be treated as confidential.

- 11.2** The parties agree to take all reasonable measures to protect the Confidential Information of each other party from any use or disclosure except in the proper course of the mutual business defined by this Agreement, with the consent of the applicable party or parties, or as may be required by law. If disclosure of the Confidential Information of any other party is required by law, or occurs in circumstances other than those set out in this paragraph, then the party that is required to disclose that information, or that is or will be responsible for the disclosure of that information, will immediately notify all affected parties and cooperate with them in resisting or limiting the disclosure.
- 11.3** The parties shall be responsible for any breach of confidentiality or privacy caused by any person for whom they are responsible, and agree that they shall only permit Confidential Information to be accessible to persons who are subject to binding policies or agreements that imposed obligations to protection the Confidential Information that are substantially similar to those set out in this Agreement.
- 11.4** The parties agree to comply with all applicable laws, including privacy laws, in performing their obligations hereunder.
- 11.5** Within 30 days after the termination of this Agreement, each (former) party shall return the Confidential Information of each other party to the applicable party, or, if requested by that other party, shall securely destroy that Confidential Information and provide a written certificate to the other party certifying the destruction of such Confidential Information. If any Institute should Disassociate, it shall, within 30 days after the effective date of its Disassociation, return the Confidential Information of each other party to the applicable party, or, if requested by that other party, shall securely destroy that Confidential Information and provide a written certificate to the other party certifying the destruction of such Confidential Information.

## **12. Decision Making and Dispute Resolution**

- 12.1** The National Secretariat shall coordinate the affairs of the Federation Council.
- 12.2** The Federation Council shall meet at least twice annually. The Federation Council may be called to meet by the National Association or at the request of any 2 parties. Any meeting of the Federation Council may be called on at least 30 days' prior written notice, unless at least one representative from each party waives such notice. The quorum for the conduct of any business by the Federation Council is at least one



representative from at least 6 of the parties, and provided that at least one Institute in each of the three Institute Capacity Groups is so represented. The Federation Council may adopt policies around the conduct of meetings, remote participation, and cost-sharing.

- 12.3** The Federation Council shall strive to make all decisions by consensus. If consensus is not reasonably possible, given the circumstances, then any action by the Federation Council requires a vote in favour by at least two-thirds of the parties, including at least one vote in favour from an Institute in each of the three Institute Capacity Groups.
- 12.4** All decisions of the Federation Council are binding on all parties; provided that any party may engage the Dispute Resolution Process, as specified in Appendix E, if a dispute arises related to the Federation, and has the right to Disassociate as set out herein.

### **13. Compliance and Disassociation**

- 13.1** An Institute may voluntarily Disassociate if such Disassociation is authorized by a vote of at least two-thirds of the members of that Institute present or represented by proxy (if applicable) at an annual or special meeting of the members of that Institute called for that purpose. Any such Disassociation shall be effective one year after written notice is provided to the National Secretariat attaching proof of such member approval. If the applicable Institute withdraws such notice by written instruction to the National Secretariat at any time during that one year period, it shall be deemed that the prior notice of Disassociation from that Institute is of no effect. Any Disassociation of an Institute shall constitute a termination of this Agreement only in respect of that Institute, effective upon the effective date of Disassociation, and this Agreement shall remain in force for the other parties.
- 13.2** This Agreement shall terminate if that termination is authorized by a vote of at least two-thirds of the members of the National Association present or represented by proxy (if applicable) at an annual or special meeting of the members of the National Association called for that purpose. Any such termination shall be effective one year after written notice is provided to each of the Institutes attaching proof of such member approval. If the National Association withdraws such notice by written instruction to the Institutes at any time during that one year period, it shall be deemed that the prior notice of termination from the National Association is of no effect.
- 13.3** Any party found to be noncompliant with any aspect of this Agreement will receive notification of non-compliance and a reasonable deadline by which to become compliant. Failure to correct the non-compliance will result in consequences to be determined by the Federation Council, up to and including forced Disassociation from this Agreement in the event of material non-compliance.

**13.4** A decision to force Disassociation of a party from this Agreement is only effective if:

- a) It is authorized by a vote of at least two-thirds of the parties at a meeting of the Federation Council called for that purpose, including at least one “force Disassociation” vote from an Institute in each of the three Institute Capacity Groups; and
- b) Each party that votes in favour of such “force Disassociation” has been authorized to vote in favour by its board of directors, with at least two-thirds of the voting members of its board voting in favour at a board meeting called for that purpose.

**13.5** The Federation Council may require the Disassociation of any party which becomes bankrupt or insolvent, or has been dissolved or been wound up by a court order, if authorized by a vote of at least two-thirds of the Federation Council, including at least one “force Disassociation” vote from an Institute in each of the three Institute Capacity Groups.

**13.6** In the event that an Institute Disassociates, either voluntarily or by force, options shall be identified and communicated as quickly as possible to allow individual members/associates of that Institute to remain members of the Federation, particularly those who hold the SCMP designation and wish to maintain their designation in good standing. No member holding the SCMP designation shall have their status affected during any period of transition resulting from the Disassociation of an Institute, and the transition of members in such circumstances will be governed by any applicable policy adopted by the Federation Council.

#### **14. Language**

**14.1** Les parties aux présentes ont formellement demandé à ce que la présente convention et tous les documents auxquels cell-ci réfère soient rédigés et signés en langue anglaise. The parties have specifically required that the present Agreement and all related documents be drafted and executed in English.

#### **15. Miscellaneous Terms**

**15.1** This Agreement, including all appendices, constitutes the entire agreement between the parties with respect to the subject matter hereof (excluding trade-mark agreements between the parties). In the event of a conflict, the provisions of the body of this Agreement take precedence over provisions of any appendices. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter that are in conflict with this Agreement (including, without limitation, previously signed affiliation agreements, but excluding trade-mark agreements between any of the parties).

- 15.2** Subject to the Disassociation of any Institute in accordance with its terms (which shall result in that Institute no longer being a party to this Agreement), this Agreement shall remain in force and shall be binding upon all parties until terminated in accordance with its provisions or by the agreement of all parties.
- 15.3** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 15.4** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the first business day after sending by email. Notices shall be addressed to the address set out in Appendix B, or in the case of the National Association, Appendix C. Each party may modify its address for notices by providing notice to the other parties pursuant to this Agreement.
- 15.5** The parties anticipate that this Agreement shall be reviewed within two year following its execution, and every five years thereafter.
- 15.6** Any amendments to this Agreement must be agreed upon in writing by all parties.
- 15.7** The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, joint venture, agency, fiduciary or employment relationship between the parties.
- 15.8** Each party has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement have been duly authorized and no additional corporate authorization or action on its part is required in connection therewith.
- 15.9** Each party shall take all the required steps to give effect to this Agreement, including any amendments to by-laws and regulations, where required.
- 15.10** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The parties agree to the above, effective as of this 31<sup>st</sup> day of March, 2015 and have duly executed this Agreement by their respective signing officers.

[LEGAL NAME OF PARTY]

---

**By:**

**Name:**

**Title:**

**I have the authority to bind the above  
corporation.**

## **Appendix A – Core Elements**

### **Core Elements**

The elements below are areas that the National Board will govern and develop strategy on behalf of the entire Federation. When appropriate, the National Association will consult, or play a coordinating role, in respect of such strategy development; however, the National Association will have decision-making authority in these core areas.

**The core elements were identified as areas requiring standardization and/or initiatives that have a national or international scope.**

- Standards:
  - National education program standards – ensuring responsiveness to changes in the marketplace
  - Designation standards – including continuous professional development (CPD) standards
  - National accreditation standards – including Institution (e.g. advanced standing) and instructor standards.
  - Brand and marketing standards
- National level relationships:
  - National strategic relationships
  - Federal government relations
  - Research and related academic relationships
- National Code of Ethics – protection of the public
- National events – including conferences and symposia
- National governance – developing a National Board strategic plan (e.g. mission and a plan for core elements), aligned with the Federation’s strategic directions
- Market positioning – scanning of the external landscape and market intelligence; mandate definition – ensuring relevancy of the Federation in the profession and the national landscape
- Advocacy for the profession
- International initiatives – including affiliations, memberships, training

These core elements may be redefined periodically by the Federation Council.

## **Appendix B – Institutes**

*The following are the Institutes, grouped into three Institute Capacity Groups. Each Institute shall ensure that its address noted below is updated to reflect any change in its office location.*

### **High Capacity**

#### **Supply Chain Management Association Alberta**

Sterling Business Centre, Suite #115  
17420 Stony Plain Road  
Edmonton AB T5S 1K6

Jurisdiction: Alberta

#### **Supply Chain Management Association Ontario**

1 Dundas Street West, P.O. Box 64, Suite 2704  
Toronto, Ontario M5G 1Z3

Jurisdiction: Ontario

### **Medium Capacity**

#### **Supply Chain Management Association British Columbia**

300-435 Columbia Street  
New Westminster, BC V3L 5N8

Jurisdiction: British Columbia, Yukon

#### **Manitoba Institute of PMAC operating as Supply Chain Management Association Manitoba**

Suite 200 - 5 Donald Street  
Winnipeg, MB R3L 2T4

Jurisdiction: Manitoba

#### **Association de la gestion de la chaîne d’approvisionnement – Québec/Supply Chain Management Association – Québec**

4460 Ch. Des Cageux, Suite 106  
Laval, Q.C. H7W 2S7

Jurisdiction: Quebec

#### **Supply Chain Management Association Saskatchewan Inc.**

208 - 3521 8th Street East  
Saskatoon, SK S7H 0W5

Jurisdiction: Saskatchewan

**Limited Capacity**

**New Brunswick Purchasing Management Institute, operating as Supply Chain Management Association New Brunswick**

527 Dundonald Street, Suite #402  
Fredericton, N.B. E3B 1X5

Jurisdiction: New Brunswick, Prince Edward Island

**Supply Chain Management Association Newfoundland & Labrador Inc.**

P.O. Box 29011  
Torbay Road Postal Outlet  
St. John's, NL A1A 5B5

Jurisdiction: Newfoundland & Labrador

**Supply Chain Management Association Northwest Territories**

P.O. Box 2736  
Yellowknife NT X1A 2R1

Jurisdiction: Northwest Territories, Nunavut

**Supply Chain Management Association of Nova Scotia**

P.O. Box 21 CRO  
Halifax, NS B3J 2L4

Jurisdiction: Nova Scotia, Prince Edward Island

**Appendix C – National Association**

The National Association's contact information is as follows:

**Supply Chain Management Association**

777 Bay Street, Suite 2701  
P.O. Box 112  
Toronto, Ontario, M5G 2C8

Email: [cparadowski@scmanational.ca](mailto:cparadowski@scmanational.ca)



## **Appendix D – Detailed Roles and Responsibilities Chart**

*In all cases in the framework below, there is an assumption of consultation with other stakeholders as part of the decision-making process, but it is agreed that the identified body “owns” the decision.*

	<b>Federation Council</b>	<b>Institutes (unless otherwise noted, activities are within the respective jurisdictions)</b>	<b>National Association and/or Board – some nation-wide decisions require members to vote others will be made by the board</b>	<b>National Secretariat</b>
<b>Membership</b> (Dues, Recruitment, Retention, Code of Ethics, Member Services)	<ul style="list-style-type: none"> <li>• Monitor potential for harmonization of dues</li> <li>• Develop core national member service standards</li> <li>• Establish membership KPIs and ensure reporting by Institutes and follow up</li> <li>• Review recruitment and retention trends and enhance coordinated efforts</li> <li>• Establish and monitor corporate program</li> <li>• Establish national strategies based on national member survey data</li> <li>• Establish and monitor student program</li> </ul>	<ul style="list-style-type: none"> <li>• Set and collect dues</li> <li>• Submit annual agreed upon KPI data to National Secretariat on a timely basis</li> <li>• Establish ancillary membership categories</li> <li>• Administer corporate program</li> <li>• Manage recruitment and retention</li> <li>• Provide direct member services and support</li> <li>• Enforce Code of Ethics using established complaints/ disciplinary process</li> <li>• Conduct member surveys as required</li> <li>• Deliver and administer student program</li> </ul>	<ul style="list-style-type: none"> <li>• Establish, review and maintain Code of Ethics</li> <li>• Establish core national membership categories</li> <li>• Set international dues</li> <li>• Establish strategies for international members based on survey data</li> <li>• Conduct member surveys as required</li> </ul>	<ul style="list-style-type: none"> <li>• Gather agreed upon KPI data, compile, analyze and distribute reports on a timely basis</li> <li>• Collect international dues</li> <li>• Manage alignment of membership categories for effective data analysis</li> <li>• Support sharing of best practices</li> <li>• Provide member services to international members</li> <li>• Manage international recruitment and retention</li> <li>• Support the common elements of the corporate program and administer internationally</li> <li>• Support the common elements of the student program</li> <li>• Conduct member surveys</li> </ul>

	<b>Federation Council</b>	<b>Institutes (unless otherwise noted, activities are within the respective jurisdictions)</b>	<b>National Association and/or Board – some nation-wide decisions require members to vote others will be made by the board</b>	<b>National Secretariat</b>
				as required <ul style="list-style-type: none"> <li>Develop student program</li> </ul>
<b>Education and Accreditation</b> (for purposes of clarity, “core programs” refer to the core national programs available to all members, currently the SMT, the SCMP and the programs that provide advance standing between the SMT and the SCMP)	<b><i>Education Working Group a key driver of ongoing activity/recommendations/communication</i></b> <ul style="list-style-type: none"> <li>Enforce compliance with standards</li> <li>Evaluate new regional activities/plans to determine potential for national development</li> <li>Share best practices in corporate in-house training, leading to the possible development of a Federation strategy</li> <li>Establish and report on annual education/designation KPIs (e.g. attendance forecasts, growth projections, fees)</li> <li>Monitor on-line learning as a national delivery mechanism</li> <li>Establish fees for on-line</li> </ul>	<ul style="list-style-type: none"> <li>Deliver and administer core programs</li> <li>Adhere to core program standards</li> <li>Establish and report on core program fees</li> <li>Recruit and evaluate instructors based on guidelines established by the National Association</li> <li>Gather and report feedback from participants and instructors</li> <li>Confer and defend the SCMP designation</li> <li>Manage local legislation related to education/designation</li> <li>Develop and offer additional professional development activities and communicate offerings to National Secretariat to maintain a list of speakers/topics</li> </ul>	<b><i>Education Committee a key driver of ongoing activity/recommendations/communication</i></b> <ul style="list-style-type: none"> <li>Establish standards, content, policies and processes for core programs</li> <li>Establish standards and criteria for the SCMP designation</li> <li>Develop national accreditation program for instructors</li> <li>Establish international fees</li> <li>Confer and defend SCMP internationally</li> <li>Establish advanced standing standards and policies</li> <li>Establish national and international reciprocity agreements (e.g. with ISM)</li> <li>Establish CPD standards</li> </ul>	<ul style="list-style-type: none"> <li>Maintain and enhance core programs, including support of on-line Administer feedback procedures to inform program maintenance</li> <li>Administer royalties and copyrights</li> <li>Administer core programs internationally</li> <li>Monitor compliance with standards</li> <li>Defend the designation internationally</li> <li>Administer final core components of SCMP designation (i.e. IRW, final exam)</li> <li>Administer national accreditation program for instructors of core programs (<i>when developed</i>)</li> <li>Gather and redistribute education/designation KPIs</li> </ul>

	Federation Council	Institutes (unless otherwise noted, activities are within the respective jurisdictions)	National Association and/or Board – <i>some nation-wide decisions require members to vote others will be made by the board</i>	National Secretariat
<b>Education and Accreditation (cont'd)</b>	learning	<p>accessible to the entire Federation</p> <ul style="list-style-type: none"> <li>• Offer corporate in-house training</li> <li>• Pursue, administer and market advanced standing and reciprocity</li> <li>• Administer CPD tracking</li> <li>• Prepare and submit agreed upon KPI data on a timely basis</li> <li>• Manage relationships with post-secondary educational institutions</li> <li>• Participate in the Education Working Group</li> <li>• Operate as a Lead Institute when appropriate – e.g.: <ul style="list-style-type: none"> <li>○ SCMAO for SCMP on-line</li> <li>○ SCMAAB for SMT on-line</li> <li>○ SCMAO for webinars</li> </ul> </li> </ul>	<p>and policies</p> <ul style="list-style-type: none"> <li>• Monitor statistical trends/KPIs</li> </ul>	<ul style="list-style-type: none"> <li>• Offer additional professional development activities and corporate training internationally</li> <li>• Support development of additional professional development offerings that Institutes could offer and maintain a list of speakers and topics shared by the Institutes</li> <li>• Manage program trademarks and copyright</li> <li>• Administer CPD tracking internationally</li> <li>• Administer international reciprocity and advanced standing</li> <li>• Administer and participate in the Education Working Group</li> </ul>
<b>Communications: Public Affairs, Marketing, Outreach</b>	<p><b><i>Marketing Working Group a key driver of ongoing activity/ recommendations /communications</i></b></p> <ul style="list-style-type: none"> <li>• Establish alignment of</li> </ul>	<ul style="list-style-type: none"> <li>• Adhere to national brand standards and monitor brand use locally</li> <li>• Manage local web-site updates</li> </ul>	<ul style="list-style-type: none"> <li>• Oversee national marketing/ communication initiatives as they relate to strategic priorities</li> </ul>	<ul style="list-style-type: none"> <li>• Establish and monitor national brand standards</li> <li>• Administer national and Institute web-sites</li> <li>• Develop and execute a</li> </ul>

	<b>Federation Council</b>	<b>Institutes (unless otherwise noted, activities are within the respective jurisdictions)</b>	<b>National Association and/or Board – <i>some nation-wide decisions require members to vote others will be made by the board</i></b>	<b>National Secretariat</b>
<b>Communications (cont'd)</b>	<p>marketing planning and execution – including effective use of branding</p> <ul style="list-style-type: none"> <li>• Foster coordination of member communications activities</li> <li>• Foster alignment of outreach and advocacy activities</li> </ul>	<ul style="list-style-type: none"> <li>• Develop and execute a local marketing plan</li> <li>• Customize national marketing templates and collateral as required</li> <li>• Create local marketing materials</li> <li>• Distribute regular member communications</li> <li>• Manage local social media presence, where applicable</li> <li>• Exhibit at appropriate local events</li> <li>• Establish relationships with local media</li> <li>• Participate in advocacy/outreach activities locally</li> <li>• Develop and administer a local public affairs/government relations strategy, as capacity allows</li> <li>• Develop local strategic Federations</li> <li>• Participate in the Marketing Working Group</li> <li>• Manage local affinity partners</li> </ul>	<ul style="list-style-type: none"> <li>• Drive any significant branding changes</li> <li>• Establish priority issues for advocacy activities</li> <li>• Chair and President/CEO are spokespersons for the Federation on national advocacy issues</li> <li>• Identify appropriate targets for strategic Federations</li> <li>• Review external environment scan and determine impact on strategy</li> </ul>	<p>national marketing plan</p> <ul style="list-style-type: none"> <li>• Develop marketing templates and core program collateral</li> <li>• Distribute regular member communications</li> <li>• Manage national social media presence</li> <li>• Exhibit at appropriate national-level events – informing local Institutes</li> <li>• Establish relationships with national and trade media</li> <li>• Plan and administer annual national advocacy/outreach activities (i.e. employer, post-secondary) – informing local Institutes</li> <li>• Develop and administer a national public affairs and federal government relations strategy</li> <li>• Develop strategic national and international Federations</li> <li>• Fulfill the Federation's role within IFPSM</li> </ul>

	<b>Federation Council</b>	<b>Institutes (unless otherwise noted, activities are within the respective jurisdictions)</b>	<b>National Association and/or Board – some nation-wide decisions require members to vote others will be made by the board</b>	<b>National Secretariat</b>
<b>Communications (cont'd)</b>				<ul style="list-style-type: none"> <li>• Monitor the external environment to ensure continued relevance</li> <li>• Administer and participate in the Marketing Working Group</li> <li>• Manage national affinity partners</li> </ul>
<b>Events</b>	<ul style="list-style-type: none"> <li>• Serve as a forum to exchange ideas and share best practices on local events</li> </ul>	<ul style="list-style-type: none"> <li>• Produce local events</li> <li>• Solicit local sponsorship and participate in a national sponsorship program, where applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in recruitment of conference speakers and/or sponsors for national events</li> </ul>	<ul style="list-style-type: none"> <li>• Administer the annual national conference and the bi-annual Symposium and Leader Forum</li> <li>• Coordinate a common calendar for all major national and Institute events</li> <li>• Administer a national sponsorship strategy</li> <li>• Administer annual Student Case Competition</li> </ul>
<b>Research  Research (cont'd)</b>	<ul style="list-style-type: none"> <li>• Identify possible knowledge products (e.g. tools and templates) that would be of use to members</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct local market research</li> <li>• Support contributions to the national Resource Centre</li> </ul>	<p><b>Research Task Force a key driver of ongoing activity/recommendations/communications</b></p> <ul style="list-style-type: none"> <li>• Determine research priorities for the sector</li> <li>• Identify possible knowledge products (e.g. tools and templates) that</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct regular market research nationally</li> <li>• Administer Annual Survey of the Canadian Supply Chain Professional, with appropriate partners</li> <li>• Administer national research agenda – including academic</li> </ul>

	<b>Federation Council</b>	<b>Institutes (unless otherwise noted, activities are within the respective jurisdictions)</b>	<b>National Association and/or Board – some nation-wide decisions require members to vote others will be made by the board</b>	<b>National Secretariat</b>
			<p>would be of use to the profession</p> <ul style="list-style-type: none"> <li>Identify strategies to fund research</li> </ul>	<p>relationships related to research</p> <ul style="list-style-type: none"> <li>Administer Federation’s role in the Purchasing Manager’s Index (PMI)</li> <li>Administer national Resource Centre</li> <li>Support Federation-funded Chairs at HEC and Ivey</li> <li>Administer the Research Task Force</li> </ul>
<b>Governance</b>	<ul style="list-style-type: none"> <li>Establish, review and evolve terms of reference for the Federation Council</li> <li>Establish, review and evolve vision and strategic priorities for the Federation</li> <li>Monitor budget and business plan for the Federation Council</li> <li>Evaluate performance of the Federation Council and individual representatives</li> <li>Evaluate and refine the Lead Institute model</li> <li>Stewardship of the</li> </ul>	<ul style="list-style-type: none"> <li>Establish mission and strategic plan for the local Institute, aligned with the strategic priorities for the Federation and the National Association</li> <li>Administer local governance requirements</li> <li>Participate in joint meetings with National Board</li> <li>Monitor local by-laws and update as required</li> <li>Keep current on local legislative requirements and bring forward those that may impact National</li> </ul>	<ul style="list-style-type: none"> <li>Establish mission and strategic plan for the National Association, aligned with strategic priorities for the Federation</li> <li>Establish and monitor KPIs demonstrating progress on strategic initiatives</li> <li>Administer national governance requirements</li> <li>Participate in joint meetings with Institute Boards</li> <li>Monitor National by-laws and update as required</li> </ul>	<ul style="list-style-type: none"> <li>Administer National Association governance requirements (Board meetings, AGM, Committees, task forces, minutes, communications, orientation and professional development for directors)</li> <li>Administer Federation Council governance requirements (Council meetings, Working Groups, minutes, communications, orientation and</li> </ul>
<b>Governance (cont’d)</b>				

	<b>Federation Council</b>	<b>Institutes (unless otherwise noted, activities are within the respective jurisdictions)</b>	<b>National Association and/or Board – some nation-wide decisions require members to vote others will be made by the board</b>	<b>National Secretariat</b>
	<p>Federation Agreement, evaluate implementation and drive future updates</p> <ul style="list-style-type: none"> <li>Establish and evaluate the Federation funding model (the assessment)</li> <li>Regularly review and maintain this chart</li> </ul>	<p>Association or Federation decisions</p> <ul style="list-style-type: none"> <li>Fulfill Federation Council responsibilities</li> </ul>	<ul style="list-style-type: none"> <li>Evaluate performance of the National Board and the individual Directors</li> <li>Monitor budget and business plan for the National Association</li> <li>Fulfill Federation Council responsibilities</li> </ul>	<p>professional development for delegates)</p> <ul style="list-style-type: none"> <li>Implement National Association strategic plan</li> <li>Prepare reporting on KPIs</li> <li>Keep current on relevant legislative requirements and support Institutes in complying with relevant federal legislation</li> <li>Develop annual budget and business plan for National Association and Federation Council</li> <li>Fulfill Federation Council responsibilities</li> </ul>
<p><b>Administration</b></p> <p><b>Administration</b></p>	<ul style="list-style-type: none"> <li>Foster coordination and determination of effective and efficient use of administration resources across the Federation</li> <li>Create substantive equality to enable Institutes to deliver a core service standard to members – e.g. to resolve issues related to</li> </ul>	<ul style="list-style-type: none"> <li>Administer the delivery of core services to members</li> <li>Inform Federation Council of administrative capacity limitations</li> <li>Administer local aspect of national database</li> <li>Develop revenue generation strategies</li> <li>Submit forecasts, reporting and remittances</li> </ul>	<ul style="list-style-type: none"> <li>Develop National Association budget requirements within the Federation funding model</li> <li>Develop revenue generation strategies</li> </ul>	<ul style="list-style-type: none"> <li>Administer National Secretariat</li> <li>Administer shared services – e.g. national database</li> <li>Administer Federation funding model</li> <li>Ensure internal communication to National Secretariat staff of Federation decisions</li> </ul>

	<b>Federation Council</b>	<b>Institutes (unless otherwise noted, activities are within the respective jurisdictions)</b>	<b>National Association and/or Board – <i>some nation-wide decisions require members to vote others will be made by the board</i></b>	<b>National Secretariat</b>
<b>(cont'd)</b>	unstaffed Institutes <ul style="list-style-type: none"> <li>• Develop strategies to address the differing capacities among the partners</li> <li>• Enhance synchronization of budget planning processes</li> <li>• Develop revenue generation strategies and determine allocation of new forms of revenue</li> <li>• Keep all partners informed of decisions made</li> </ul>	to support the Federation funding model <ul style="list-style-type: none"> <li>• Ensure internal communication to staff and board of Federation decisions made</li> </ul>		made Ensure internal communication to Institutes of Federation decisions made <ul style="list-style-type: none"> <li>• Ensure internal communication to National Board of Federation decisions made</li> </ul>



## **Appendix E – Dispute Resolution**

### **1) Escalation of Dispute Resolution**

- a. In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, any amounts due hereunder, the performance of the parties under this Agreement or any matter to be agreed by the parties pursuant to this Agreement (a “Dispute”), any party involved in the Dispute may deliver notice to all of the other parties requesting the resolution of the Dispute according to these provisions (the “Initial Dispute Notice”). If the Dispute arose as a result of a vote at the Federation Council, proceed to part 2 below.
- b. Within 30 days of receipt of the Initial Dispute Notice, a senior executive officer from each party involved in the Dispute (with the authority to negotiate on behalf of and bind their respective party) shall meet (in person or by electronic means) to attempt to resolve the Dispute or to negotiate for an adjustment to any provision of this Agreement.
- c. The parties acknowledge that it is in their mutual interest to have their respective senior executive officers resolve all matters by mutual agreement, and each party agrees to act reasonably and in good faith to permit and encourage their respective representatives to do so.
- d. If such executives are not able to resolve any Dispute referred to them within 30 days of such referral, any party may refer the matter to the Federation Council, each member of which shall be fully briefed on the matter.
- e. The Federation Council will strive to resolve the Dispute by consensus. If consensus cannot be achieved, the Federation Council may only resolve a Dispute if at least two-thirds of the Federation Council are in favour of the resolution measure, including at least one vote in favour from an Institute in each of the three Institute Capacity Groups.

### **2) Arbitration**

- a. If the Federation Council is not able to resolve any Dispute referred to it within 60 days of such referral, or if the Dispute arose as a result of a vote at the Federation Council, then all affected parties shall meet to appoint up to three individuals, (collectively, the “Arbitration Panel”) agreeable to all parties who shall arbitrate the matter. The arbitration shall be conducted in such manner as the Arbitration Panel determines is reasonable and appropriate, provided that each party (or group of parties) shall be entitled to set out a concise description of its position regarding the Dispute.
- b. In selecting the Arbitration Panel, the parties agree that they will act reasonably and in good faith to select objective, independent and suitably qualified individuals to deal with the Dispute

- c. The Parties agree that the decision of the Arbitrator shall be final and binding, other than a right to appeal to a court on a question of law.

**3) No Termination or Suspension of Obligations and Activities**

- a. Notwithstanding anything to the contrary contained herein, and even if any Dispute arises between the parties, no party shall interrupt its obligations or routine activities hereunder for as long as it is a party to this Agreement.

**4) Other Remedies**

- a. Regardless of the foregoing, nothing in this Agreement shall prevent the parties from applying to a court of competent jurisdiction for injunctive or other equitable relief in the case of an infringement of intellectual property rights or the breach of an obligation of confidentiality or privacy.