

**Terra Grande District Meeting, Houston, TX**

**March 4-5, 2011**

**Feedback on “Talking Points” and the Contract as of 2-17-11**

**Compiled by Chet Frame**

- “One sided”
- Desired outcomes not in contract verbiage
- Test Site improvements do not include Chapter Influence or input
- Corporate APICS contracts that exclude the chapter(s) in the geographic area
  - GSA
- “Benefits to Chapters” not in contract
- Code of ethics disputes between chapters?
  - What Code of Ethics?
  - Is this a problem?
- What is “leveling the playing field?”
  - Same rules for all chapters?
- Accountability on both sides
  - Chapter accountability is noted
  - What is Corporate’s Accountability? – not noted
- Chapters need to be able to run their own business
  - Choose their own focus
- What is sustainability in the context of APICS’ relationship with chapters?
- Chapters are channels for Corporate marketing
  - Is APICS a marketing channel for chapters?
- What core competencies?
  - How we define “Different Strata”
- Legal Protection for Corporate comes from earnings from chapters
  - Does legal protection for chapters come from the same source?
- Total lack of definition of what chapters get from APICS
- Words “Agreement” and “Contract” are being used interchangeably
- What happens to Chapter Logos, Materials, and other parts of their developed business presence?
- Tailoring of classes will not be allowed
- Other Chapter offerings
  - What are Chapter rights to offer non-APICS materials
- Multi-Chapter offerings should be allowed
- APICS will not promote chapter events

We found it humorous that the last slide is titled “Expectations – Chapters” and a list follows. There are no expectations of Corporate.

We also promulgated the following list of items we believe should be included in the contract. This is not an exhaustive list, but these should be in it and they may start others thinking.

**Terra Grande District Meeting, Houston, TX**

**March 4-5, 2011**

**Feedback on “Talking Points” and the Contract as of 2-17-11**

**Compiled by Chet Frame**

- Define territories
- Exclusivity to the chapters for sales in their territories
- Definition of territory process
- Definition to serve APICS Corporate Customers
- Material priced according to market
- Logo Exclusivity for Chapters
  
- Changes to contract must be negotiated 90 days in advance of implementation
  
- Chapters have the right to develop, market, and sell their own products and/or products of other organizations
  
- Corporate will provide materials for local marketing
  
- Credit to chapters for people who live in their territory who received education
  
- Current clauses in the current version should work in both directions
  
- APICS Corporate protection should extend to protection of the chapters
  - Chapters should be enabled to lead meetings with corporate customers in their area
  - First right of refusal to business in their territory
  - Discussion of need for the CPA as a value rather than a cost
  - Remediation process of contract disputes alternatives to tort
  
- There is no chapter representation in the development process
  - Chapters are being pushed into this rather than being led
  - We don't need a contract, we need leadership – applause line
  - Chapters ability to modify APICS content with notification
  - If no modification, then there must be a rapid and robust response from corporate to correct
  
- Product maintenance and development schedules and commitments
  
- Contracts should be consistent for all chapters rather than multiple contracts
  
- If CMS is in the contract, changes in requirements must be negotiated – process
  
- Corporate will pay for the development of the chapter personnel to insure delivery at the desired level
  
- Is financial need driving this? Can we find a way to assist Corporate through their financial shortfalls rather than add an expensive and onerous overhead to the entire operation?
  
- APICS should provide materials in the major languages used in the North America.

**Terra Grande District Meeting, Houston, TX**

**March 4-5, 2011**

**Feedback on “Talking Points” and the Contract as of 2-17-11**

**Compiled by Chet Frame**

HQ accountability and metrics on:

- Materials on time delivery.
- On time payment of expenses
- Time to answer to requirements
- Information sharing (Members, materials, etc. and by state or zip code)
- Time to process exams applications (Paper and pencil), memberships, etc.