



CALIFORNIA COUNCIL OF TESTING AND INSPECTION AGENCIES

4.3.1. Pacific Crest Engineering, Inc.

•*Upon review of its application, and audit of its facilities, the firm was approved for membership. Secretary Craig was instructed to issue a letter of welcome and certificate of membership.*

4.3.2. Reliant Testing Engineers, Inc.

•*Upon review of its application, and audit of its facilities, the firm was approved for membership. Secretary Craig was instructed to issue a letter of welcome and certificate of membership.*

5. New Business

5.1. Newsletter – Proposed Action Submitted by Member Terry Eglund

•*Upon review and discussion of Member Eglund's proposal, the Board has determined the organization would be better served by increasing the size of the committee to assist the efforts of Editor Levi. Additional volunteers will be solicited at the general meeting.*

5.2. Nominating Committee for 2010 Officers and Directors

•*The Board will act as the Nominating Committee again this year. A meeting will be arranged in early October.*

6. Adjournment – Mike Parker

6.1. Time

•*There being no further business, President Parker adjourned the meeting at 2:56 p.m.*

Respectfully submitted.

Miki Craig
Secretary

AGREEMENT

This AGREEMENT is made this ____ day of _____, 20__, by and between eBrownbag.com, LLC (EBROWNBAG), a Delaware limited liability corporation with a place of business at 8811 Colesville Road, Suite G106, Silver Spring, Maryland, and _____ (PARTNER), with a place of business at _____.

EBROWNBAG and PARTNER are referred to collectively herein as PARTIES.

THE OFFER

EBROWNBAG will provide to all PARTNER members a 10% discount on the price of EBROWNBAG instructional presentations accessed by PARTNER's members via PARTNER's website.

ROYALTY PAYMENTS

EBROWNBAG will pay to PARTNER a royalty equivalent to 10% of the fees paid by PARTNER's members who purchase EBROWNBAG instructional presentations that they access via PARTNER's website or by otherwise using PARTNER's EBROWNBAG-assigned discount code. EBROWNBAG will make its royalty payments to PARTNER no later than 45 days after the end of each calendar quarter.

TERMS OF THE AGREEMENT

This AGREEMENT shall remain in effect for a one- (1-) year period commencing _____, 20__, through _____, 20__. At the end of this term and any renewal term, this AGREEMENT will renew automatically for a period of one year unless either party gives written notice of termination at least thirty (30) days before the end of the original or extended term.

This AGREEMENT will be cancelled and will terminate thirty (30) days after either party sends written notice to the other that it wishes to cancel and terminate the AGREEMENT. EBROWNBAG will pay to PARTNER, per the schedule established above, all amounts due through the date of cancellation. As of the date of cancellation, PARTNER's discount code will be disabled, thus eliminating the discount provided to those who have registered with EBROWNBAG via PARTNER's website or by otherwise using PARTNER's EBROWNBAG-assigned discount code.

OBLIGATIONS OF PARTNER

Advertising/Promotion

1. PARTNER shall execute multi-channel communication efforts to encourage PARTNER's members to use EBROWNBAG services. PARTNER agrees to communicate the EBROWNBAG offer, by undertaking the following activities and responsibilities.
 - a. PARTNER shall place prominently on PARTNER's website an EBROWNBAG-provided offer description and link-containing graphics. Unless otherwise agreed upon, this description and graphics shall be placed on the website home page. Otherwise, a banner (provided by EBROWNBAG) will be shown on the website home page, linking the clicking user to an EBROWNBAG offer description and graphics located on another page of the website.
 - b. PARTNER shall position an offer description within any PARTNER hard-copy newsletter, e-newsletter, and such other PARTNER publications – hard copy and electronic – designed to communicate with members and/or to identify to prospective members the benefits of membership in PARTNER.
 - c. PARTNER shall publish on its website and in its newsletter, magazine, or hard-copy newsletters, magazines, etc., advertisements and news items prepared by EBROWNBAG announcing the initiation of a relationship, new presentations available, and news of other EBROWNBAG developments.

2. PARTNER shall communicate the services of EBROWNBAG with prior authorization and promotional material approved by EBROWNBAG. Such authorization shall extend only for the period of the offer.
3. PARTNER shall use the trademark, service marks, brand and trade names of EBROWNBAG solely to communicate the services of EBROWNBAG. PARTNER understands that the trademark, service marks, brand and other trade names of EBROWNBAG are proprietary to EBROWNBAG and nothing in this AGREEMENT constitutes a grant of a general license to use said rights.

Confidentiality

Except to inform members of the EBROWNBAG offer, PARTNER agrees to maintain the confidentiality of the terms of this EBROWNBAG AGREEMENT, both its existence and the conditions, unless disclosure is required by law.

OBLIGATIONS OF EBROWNBAG

Quality of Service

EBROWNBAG agrees to provide to those who have registered with EBROWNBAG via PARTNER's website or by otherwise using PARTNER's EBROWNBAG-assigned discount code the same quality of service EBROWNBAG provides to all its other customers.

Account Management

1. EBROWNBAG agrees to assume responsibilities of setting up accounts, servicing accounts, and billing accounts for all those who register with EBROWNBAG via PARTNER's website or by otherwise using PARTNER's EBROWNBAG-assigned discount code.
2. EBROWNBAG assumes all risk of noncollection of any bill invoiced to any individual or entity that has registered with EBROWNBAG via PARTNER's website or by otherwise using PARTNER's EBROWNBAG-assigned discount code.
3. EBROWNBAG will quarterly provide to PARTNER information about those who have registered with EBROWNBAG via PARTNER's website or by otherwise using PARTNER's EBROWNBAG-assigned discount code, to enable PARTNER to assess whether or not they are PARTNER members, for such follow-up as PARTNER deems appropriate.

Advertising/Promotion

1. EBROWNBAG will provide "ready-to-go" graphics (e.g., camera-ready art) for ads in PARTNER's newsletter, magazine, e-newsletter, ezine, website, e-mails, and so on, as appropriate. PARTNER will inform EBROWNBAG of PARTNER's technical requirements for the publications and other media involved. PARTNER will be responsible for the costs associated with placing the material.
2. EBROWNBAG will provide copy for articles, "e-blasts," and similar communications media.
3. EBROWNBAG will provide a landing page that provides more information about the offer and enables on-line program enrollment to those who access EBROWNBAG presentations via PARTNER's website.
4. EBROWNBAG will provide help-desk services during regular business hours.
5. EBROWNBAG will use PARTNER's trademarks, service marks, brand, and trade names solely to promote EBROWNBAG's services. EBROWNBAG understands that PARTNER's trade mark, service marks, brand, and other trade names are proprietary to PARTNER and nothing in this AGREEMENT constitutes a grant of a general license to use said rights.
6. EBROWNBAG reserves the right to exhibit at PARTNER's conventions and other meetings. The decision to exhibit or not exhibit shall be at the sole discretion of EBROWNBAG.

NOTICES

All notices, requests, or other communications related to this AGREEMENT and the relationship between EBROWNBAG and PARTNER shall be in writing and signed by an authorized representative, delivered (by personal service; or by next-day UPS, FedEx, or U.S. Postal service; or by facsimile; or by U.S. Postal Service certified mail, return-receipt requested; or by e-mail (as a scan of an original document) to the addresses set forth below or to such other address as changed through written notice to the other party:

If to EBROWNBAG

eBrownbag.com, LLC
8811 Colesville Road/Suite G106
Silver Spring, MD 20910
Attn.: John P. Bachner
Fax: 301/589-2017
e-mail: john@ebrownbag.com

If to PARTNER

Notice given by personal service shall be deemed effective on the date it is delivered. Notice delivered by next-day service or e-mail shall be deemed effective one business day after dispatch. Notice given by facsimile transmission shall be deemed effective on the date of transmission. Notice sent by certified mail shall be deemed effective on the third business day following its placement in the mail.

ENTIRE AGREEMENT, MODIFICATIONS, AND GOVERNING LAW

This AGREEMENT and any exhibits constitute the entire understanding and agreement between the PARTIES concerning the subject of this AGREEMENT. This AGREEMENT may not be amended, supplemented, or modified except via a written document signed by both PARTIES. Any and all previous agreements, written or oral, between the PARTIES about the subject matter of this AGREEMENT are hereby cancelled and superseded by this AGREEMENT. This AGREEMENT shall be governed by and interpreted in accordance with the laws of Maryland.

eBrownbag.com, LLC

By _____
Please use block letters

By _____
Please use block letters

By _____
Signature

By _____
Signature

Title _____

Title _____

Dated _____

Dated _____



TESTING ENGINEERS, INC.

*Quality Assurance Services
Materials Consulting
Since 1954*

August 19, 2009

To: Mr. Michael Parker, President of CCTIA

via email Michael@Testing-Engineers.com

REFERENCE: **NEWSLETTER – PROPOSED ACTION BY THE BOARD**

I'd like to propose to the board of directors that it consider a new method for convincing our membership to provide articles for the newsletter and in general, participate more.

For far too long, a few members have handled the responsibility for newsletter content, and the focus has meandered more or less in a narrow path. As our membership covers a broad background, the newsletter should reflect all those experiences. While membership in CCTIA is a privilege, the responsibility to the organization does not end at the wallet. As daily motivation often comes from profit, it is difficult to expend time and creativity on an activity whose only reward is satisfaction.

To that end, I would suggest that the responsibility for newsletter content be placed equally on the shoulders of the entire membership by way of a \$100 fee. This fee would be refunded to each member who publishes an article in the newsletter. The intent, and hopefully the result, will bring a broader participation and diversity to the newsletter, helping to inform and educate our industry. I hope you can find the means to achieve this worthy goal.

Sincerely,

Terry L. Eglund, P.E.

cc

Michelle Craig

Elizabeth Levi