

Legal Audit Checklist for Chapters

CORPORATE DOCUMENTS

- 1. Is there a current and legible copy of the:
 - 1.1 Articles of Incorporation?
 - 1.2 Bylaws?
 - 1.3 Federal tax recognition letter (or copy of national organization's letter if covered by a Group Exemption)?
 - 1.4 Federal tax exemption application (IRS Form 1023) (if covered by a Group Exemption you can rely on the national organization to maintain this file copy)? and
 - 1.5 Copies of IRS Forms 990, 990 T and 1120POL (if any) for the past three (3) years?
- 2. Do the Articles of Incorporation and Bylaws accurately describe its current purposes?
- 3. Is the Association's registered agent on file with the Secretary of State correct/current?
- 4. Is the Association filing the documents required by the Secretary of State, if any?
- 5. Are there any corporate fees or taxes due in any jurisdiction?
- 6. Many jurisdictions have other taxes applicable to corporations (such as franchise tax, margin tax, etc.) which a non-profit can obtain an exemption but the organization must normally apply to receive.

BOARD AND COMMITTEE MINUTES & MEETINGS

- 1. Board of Director Minutes:
 - 1.1 Are permanent minutes maintained accurately?
 - 1.2 Are the minutes signed and maintained in a corporate minute book?
 - 1.3 Do the minutes accurately reflect actions taken at the meetings?
 - 1.4 Do the minutes reflect actions to elect or reelect current board members, and the resignation or termination of former board members?
 - 1.5 Do the minutes include the time, date and location of the meeting as well as the fact that proper notice was given or waived?
 - 1.6 Do the minutes reflect approval of the previous meeting's minutes?
 - 1.7 Are negative votes recorded?
 - 1.8 Is the corporate minute book stored in a fireproof file cabinet/location?
- 2. Does the Association have a current list of all the names, addresses and terms of office for its Board Members?
- 3. Does the Association have Committees? If so:
 - 3.1 Are permanent minutes maintained accurately?
 - 3.2 Do the minutes accurately reflect actions taken at the meetings?
 - 3.3 Do the minutes reflect approval of the previous meeting's minutes?
 - 3.4 Are negative votes recorded if requested?
- 4. Is there an Executive Committee? If so, do the Bylaws or Board resolutions give the Executive Committee the authority to act on behalf of the Association? Are minutes maintained for each Executive Committee meeting and are copies kept in the corporate minute book?
- 5. Does the Association follow parliamentary rules at its governance meetings?
- 6. If the answer to Number 5 is yes, are the individuals presiding at the meetings familiar with at least the basic form of parliamentary rules?
- 7. Are Meeting agenda items specific and detailed?

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- 8. Are Meeting Agendas reviewed by legal counsel prior to disbursement to ensure potentially sensitive legal implications are avoided?
- 9. Are tape recordings or stenographic transcripts made of meeting discussions? If yes, does the Association destroy the recording and/or transcript after minutes are written?

RECORD RETENTION AND INFORMATION DISCLOSURE

- 1. Is there a Record Retention Schedule? Is it followed?
- 2. If so, does the schedule reflect statutorily prescribed timelines?
- 3. The Record and Retention schedule should at a minimum include:
 - Permanent Records Include**
 - chapter articles of incorporation and related documents
 - articles of incorporation fro any related organizations – such as a foundation
 - articles of association for any chapter political action committee (PAC)
 - Record of taxpayer identification number (TIN) or Employer Identification Number (EIN)
 - chapter bylaws (current)
 - ACEP Bylaws
 - chapter charter issued by ACEP
 - minutes of previous board and member meetings
 - all federal and state tax and information returns (including PAC reports)
 - all payroll tax returns (if chapter employs staff); and
 - all audit reports, if any (including both CPA reports and IRS audits).
 - Other Important Records Include**
 - financial ledger books/records
 - financial statements
 - property rental/ownership records
 - significant contracts and agreements, including insurance policies
- 4. Are Membership Lists marked “Confidential”?
- 5. How and to whom are Membership Lists made available?
- 6. Are copies of Member lists, Annual Reports and all correspondence with Members maintained for at least three (3) years?
- 7. Are financial records maintained at least seven (7) years?
- 8. Does the Association maintain a file for each and every past and present contract that it has entered into (with its employees, consultants, landlords, subsidiaries, funding sources, lenders, tenants, suppliers, etc.)? Contracts should be retained according to the Record Retention Schedule.
- 9. Have the agreements recently been reviewed? Is the Association up to date on the relevant termination provisions, liquidated damages clauses, payment deadlines, etc.?
- 10. Are the records, including contracts, kept in a central location so that they are easy to find?
- 11. Are the records maintained in a fireproof location or electronically stored?
- 12. Is there a legal review process for contracts/agreements?
- 13. Has the organization-adopted a set of financial guidelines and controls that spell out acceptable policies and procedures that include specific authority guidelines?

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FINANCE

1. Has the Association's structure, purposes or activities changed significantly since it received the letter of recognition of tax-exempt status from the IRS? If so, has the Association notified the IRS?
2. Is the organization meeting all reporting requirements for tax-exempt orgs including:
Possible Federal Reporting Requirements
- **Form 990-N** - Return for Organization Exempt from Income Tax).
 - **Form 990 EZ** - Return for Organization Exempt from Income Tax).
 - **Form 990** (Return for Organization Exempt from Income Tax).
 - **Form 990T** (Exempt Organization Business Income Tax Return)
 - **Form 1120 POL** (U.S. Income Tax Return for Certain Political Organizations).
 - **Forms 8871 and 8872** –PAC reports Form W3 (transmittal document for forms W2)
 - Forms W2 (wage and tax statement to IRS and employees)
 - Form 941 (to report social security and federal income tax withholdings and liabilities)
 - Form 940 (to report federal unemployment tax)
 - Forms 5500/5500C/5500R (to report on qualified employee benefit plans)
 - Form 8109 "Federal Tax Deposit Coupon"
3. Is the organization meeting all disclosure requirements for tax-exempt orgs including:
- Copies of Form 990, Form 990N, or Form 990 EZ (information returns) for the three preceding years (Section 501c organizations – except for names and addresses of contributors. Section 527 organizations must disclose contributors).
 - A copy of the Application for Recognition of Exempt Status.
 - Any papers submitted in support of the above returns or application.
 - A copy of the IRS Determination Letter.
 - A copy of Form 8871.
 - A copy of Form 8872 for the three preceding years.
 - Filings with the FEC are considered public information.
 - If soliciting dues or non-charitable contributions (like PACs or sponsorships), must disclose in conspicuous and easily recognizable formats statements declaring are non-deductible as charitable contributions
 - The percentage of dues that are not deductible for federal income tax purposes as a result of lobbying activities
4. Is UBIT paid when required on taxable revenue such as advertising?
5. Is there any annual financial audit? Is so, is it made available to members upon request?
6. Is there an audit committee or equivalent with exclusive responsibility for overseeing the audit?
7. Is your organization insured for losses by those who handle funds?
8. Do financial guidelines and controls deter opportunities for embezzlement?
9. Are cash and credit card vouchers received at meetings specially protected?
10. Are there clear policies on investment of operating and surplus funds?

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- 11. If the annual financial statement is not prepared by a public accountant, does the person who prepares it state whether the statements are prepared on the basis of generally accepted accounting principles, and if not, the basis on which they are prepared?
- 12. Is the Association required to register with the Secretary of State to make charitable solicitations? If so, has it registered?
- 13. Has there been an IRS audit or any indication that one is forthcoming?
- 14. Are budgets approved by the governing board?
- 15. Does the Board investigate and take action regarding significant variances between budget and actual income or expenditures? Is this action documented in Board minutes?
- 16. Is there an adequate reserve and/or contingency fund, and adequate procedures to achieve and maintain it?
- 17. Does the Association maintain a listing of its property and equipment items including description, location, identification number, date of acquisition, and cost of each item?
- 18. Are there adequate internal controls in place that insure the safeguarding of all assets? Have the established controls been reviewed by outside auditors or a committee of the Board and determined to be adequate?
- 19. Does the Audit Committee meet with the outside auditors without the presence of staff?
- 20. Have employees and Board members been advised that they may deduct XX cents per mile for unreimbursed travel on behalf of the Association?

SUBSIDIARIES AND RELATED ENTITIES

- 1. Does the Association have one or more profit-making subsidiaries?
- 2. If yes, is separation maintained?
 - 2.1 Separate Board of Directors?
 - 2.2 Separate expense records (i.e. reasonable allocation of shared overhead and expenses)?
 - 2.3 Are subsidiary funds maintained in separate bank accounts?

HUMAN RESOURCES

- 1. If the Association has employees:
 - 1.1 Is it making timely unemployment insurance payments to the State or has it notified the State that it is a reimbursing employer?
 - 1.2 Is it complying with federal wage and hour standards that govern overtime?
- 2. Are there any written employment contracts?
- 3. Is there an employee manual?
- 4. Are references checked?
- 5. Are objective personnel evaluations made consistently and maintained in writing?
- 6. Does the Association use progressive discipline in connection with personnel matters and are the policies clearly promulgated and consistently followed?
- 7. Are the criteria for determining disability, and the consequences or benefits, clearly promulgated?
- 8. Have all decisions on hiring, assignment, compensation and firing been free of discrimination?
- 9. Are there any pending or past lawsuits, challenges, claims, or inquiries on personnel matters?
- 10. If the Association has independent contractors, is the Association complying with federal standards that govern how to distinguish between contractors and employees?

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- 11. Are there written personnel policies? If so, do they contain provisions dealing with sexual harassment and discrimination? Has an attorney reviewed the documents?
- 12. Is there a Whistleblower Policy and/or an Ethics Reporting system providing for:
 - 12.1 Procedures for filing a complaint;
 - 12.2 Procedures for investigation;
 - 12.2 No retaliation; and
 - 12.3 Penalties for spurious claims
- 13. Are severance benefits clearly promulgated and consistently followed?
- 14. Is the policy on unused vacation time clearly promulgated and consistently followed?
- 15. Are COBRA benefits offered?
- 16. Are there qualified or nonqualified benefit plans, and if so have the plans been updated to reflect changes in the law?

CONFLICTS OF INTEREST

- 1. Does the Association have a Conflict of Interest Policy?
- 2. Are there agreements between the Association and its officers or directors that give rise to conflict of interest issues?
- 3. If there are agreements between the Association and its officers or directors, do they raise issues of corporate liability not already handled by insurance?
- 4. Does the Association have any contracts with or has it engaged in any transactions with any of its officers or with any other entity in which any of its officers has a financial interest?
 - 4.1 If so, was the relationship fully disclosed to the Board prior to authorizing the contract/transaction and was the interested director's vote counted?
 - 4.2 Was the contract/transaction fair and reasonable to the Association at the time it was authorized?
- 5. Has the Association made any loans to its officers and directors?
- 6. Has the Association made any loans to other associations/organizations in which a director or officer is also a director, officer or has any financial interest?
- 7. Does the Association have any contracts with or has it engaged in any transaction with any of its directors or with another entity in which any of its directors is also a director or officer or has a financial interest? If so, was the relationship disclosed prior to approval and was vote of the interested director counted?

CONFERENCES AND MEETINGS

- 1. Do conference/event contracts explain the obligations of all the parties?
- 2. Do conference/event contracts provide a clear understanding of cancellation and damage clauses?
- 3. Does the Association have conference interruption insurance?
- 4. Are conference facilities (i.e. hotel) contracts that depend on the simultaneous availability of another facility (i.e. convention center) written such that the Association can terminate the agreement without any or minimal obligation in the event one or the other facility is unavailable?
- 5. Do meeting facility contracts impose similar penalties for cancellation for each party (i.e. the Association should impose like penalties for facility's cancellation)?

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- 6. Do Hotel contracts provide for procedures if a member is denied accommodations for confirmed or guaranteed reservations?
- 7. Do Hotel/Facility contracts provide assurance that there will be no major construction onsite/during the meeting, except for unforeseen emergencies?
- 8. Does the Association/Facility/Hotel have adequate insurance coverage for injuries or other liability resulting during a meeting/conference?
- 9. Is copyrighted music licensed when required?
- 10. Are accommodations made for the disabled where required?

INSURANCE

- 1. Does the Association have adequate general liability, or headquarters insurance coverage?
- 2. Is nonprofit director and officer, association professional liability, or other similar insurance maintained?
- 3. Has any insurance been canceled due to claims?
- 4. Has notice of claims been given promptly to insurers?
- 5. Are there contracts for sponsored commercial insurance programs for Members?
- 6. If the answer to Number 5 is yes, are insurance sponsorship contracts kept free of any “active” management, administration, marketing or others such involvement by the organization?
- 7. Does the Association maintain high policy limit umbrella insurance for major meetings?

POLITICAL ACTION COMMITTEE (PAC) – our chapters do not have federal PACs

- 1. Does the Association have a PAC? If yes, proceed. If not, skip this section.
- 2. What entity pays for PAC overhead?
- 3. Has the statutory requirement for the number/type of officers been met?
- 4. Has the PAC registered with the appropriate election commission?
- 5. Has the PAC met its reporting requirements?
 - 5.1 Election years
 - 5.2 Non-Election years
- 6. Have all required disbursement reports been filed?
- 7. Does the Association solicit its Members to make individual voluntary contributions?
- 8. Are PAC solicitations, contributions, and expenditures consistent with requirements?
- 9. Are applicable gift ban rules observed?

ANTITRUST

- 1. Are leaders and staff aware of the implications of discussions that may tend to:
 - 1.1 Raise, lower or stabilize prices or fees?
 - 1.2 Regulate production levels or schedules?
 - 1.3 Affect the availability of products or services?
 - 1.4 Affect allocation of markets, territories, customers, or patients?
 - 1.5 Encourage boycotts or exclusions of products or services?
 - 1.6 Foster unfair practices involving advertisings, merchandising, standardization, certification or accreditations?
 - 1.7 Encourage anyone to refrain from competing?
 - 1.8 Limit or exclude anyone from manufacture, sale or practice?
 - 1.9 Result in illegal brokerage or rebates?

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- 1.10 Affect improper reciprocity in dealing?
- 2. Is Legal counsel present at all Association meetings?

MEMBERSHIP

- 1. Does the Association have reasonable and objective criteria to determine membership qualifications?
- 2. Do the Bylaws establish membership criteria, application procedures and methods by which a membership application will be considered?
- 3. What are the grounds for expulsion from membership?
- 4. Is the Association's due process procedure up to date?
- 5. Does the Association's due process procedure include:
 - 5.1 written notice of the charges?
 - 5.2 written notice of the date, time and place of the hearing?
 - 5.3 the right to examine evidence and cross examine witness?
 - 5.4 the opportunity to refute charges?
 - 5.5 a hearing before an unbiased group of Members?
- 6. Does the Association have an "opt out" policy for statistical reporting?
- 7. Is there any ban on Members joining competing organizations?
- 8. Have there been any complaints regarding membership denial or termination?

INTELLECTUAL PROPERTY

- 1. Does the Association maintain registered patents, trademarks, service marks, certification marks and/or copyrights?
- 2. If the answer to Number 1 is yes, have all necessary reports been filed to maintain registrations?
- 3. If the Association's name, acronym or logo is perpetuated, is it adequately protected?
- 4. Have correct trademark, service mark, certification mark, and copyright notices been used routinely?
- 5. Are copyright assignments to the Association on file for unpaid speeches, articles and other intellectual property?
- 6. Are there any pending or past lawsuits, claims, challenges or inquiries on ownership of intellectual property?
- 7. Has the Association licensed its Intellectual Property on an exclusive basis?
- 8. Do licensing agreements reserve the Association's right to review all materials bearing its name, logo and/or other marks?

PUBLICATIONS

- 1. Does the Association produce publications? If no, skip this section.
- 2. Are articles and ads screened for libel to persons, firms, services, or products?
- 3. Are the copyrights of others respected?
- 4. Are ads by competitors prohibited?
- 5. Where appropriate, are draft publications reviewed by legal counsel to ensure compliance with various state and federal laws, rules and requirements?

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Conflict of Interest ACEP Policy Statement

Officers, Directors, Committee Chairs, Section Chairs, and others acting on behalf of the College have a fiduciary duty to the College, including the duties of loyalty, diligence, and confidentiality. Despite the self-interests that members inevitably have, those in positions of responsibility, in their fiduciary capacity, must act in utmost good faith on behalf of the College. In accepting their positions, they undertake to give the association the benefit of their care and best judgment and to exercise the powers conferred solely in the interest of the association and not for their own personal interest.

Conflicts of interest arise when participants in positions of responsibility have personal, or outside financial, business, or professional interests or responsibilities that conflict with their duties to ACEP. The immediacy and seriousness of various conflicts of interest situations can differ. Of basic importance is the degree to which the interest would tend one toward bias or pre-disposition on an issue or otherwise compromise the interests of the College.

A conditional, qualified, or potential conflict of interest can arise when the outside interest is not substantial in size or does not relate significantly to any contemplated action of the College. For example, a person might hold a minor financial interest in a company wishing to do business with the College. Disclosure is ordinarily sufficient to deal with this type of conflict of interest, provided that there is no expectation that one's duty of loyalty to the College would be affected.

A direct conflict of interest arises when an individual holds a position of responsibility with the College and also holds a material interest in the issue at hand. Direct conflicts of interest arise, for example, when an individual engages in a personal transaction with the College or holds a material interest or position of responsibility in an organization involved in a specific transaction with the College. Such a situation places the person in the impossible position of attempting to represent both the College and one's personal interests or those of the other organization. The appropriate and necessary course of action in such cases is to disclose the conflict and recuse oneself, i.e., to remove oneself from the deliberations and the vote on the issue.

In rare circumstances, an individual may have such a serious, ongoing, and irreconcilable conflict, where the relationship to an outside organization so seriously impedes one's ability to carry out the fiduciary responsibility to the College, that resignation from the position with the College or the conflicting entity is appropriate.

Dealing effectively with actual or potential conflicts of interest is a shared responsibility of the individual and the organization. The individual and organizational roles and responsibilities with regard to conflicts of interest follow.

A. General

1. All individuals who serve in positions of responsibility within the College need not only to avoid conflicts of interest, but also to avoid the appearance of a conflict of interest. This includes Officers, Directors, Committee Chairs, Section Chairs, and other elected or appointed leaders, and staff. Decisions on behalf of the College must be based solely on the interest of the College and its membership. Decisions must not be influenced by desire for personal profit or other extraneous considerations.
2. Officers, Board members, Committee Chairs, Section Chairs, and the Executive Director shall annually sign a statement acknowledging their fiduciary responsibility to the College and pledge to avoid

conflicts of interest or the appearance of conflicts of interest. The issue of conflict of interest with regard to the remainder of the staff shall be the responsibility of the Executive Director.

3. Officers, Board members, Committee Chairs, Section Chairs, and the Executive Director shall annually complete a form disclosing pertinent financial and career related information and will update that information as necessary to continuously keep it current and active.
4. Officers, Board members, Committee Chairs, Section Chairs, and the Executive Director shall annually sign a statement acknowledging that they sometimes have access to confidential information and pledge to protect the confidentiality of that information.
5. Officers, Board members, Committee Chairs, and Section Chairs, shall annually pledge to clarify their position when speaking on their own behalf as opposed to speaking on behalf of the membership as a whole, or as an officer or member of the Board of Directors or senior staff member.
6. Officers, Board members, the Executive Director, and the General Counsel will periodically review the conflict of interest disclosure statements submitted to the College to be aware of potential conflicts that may arise with others.
7. When an Officer, Board member, the Executive Director, or General Counsel believes that an individual has a conflict of interest that has not been properly recognized or resolved, the Officer, Board member, Executive Director, or General Counsel will raise that issue and seek proper resolution.
8. Any member may raise the issue of conflict of interest by bringing it to the attention of the Board through the President or the Executive Director. The final resolution of any conflict of interest shall rest with the Board of Directors.

B. Disclosure Form

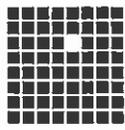
Officers, Board members, Committee Chairs, Section Chairs, and the Executive Director shall complete a form that discloses the following.

1. Other Board of Director positions, including a brief description of the nature and purposes of the organization.
2. Positions of employment, including the nature of the business of the employer, the position held, and a description of the daily responsibilities of the employment.
3. Relationships that involve holding a position of responsibility or a substantial financial interest (other than a less than 1% interest in a publicly traded company), or the receipt of any unusual gifts or favors from an outside entity or person, from which ACEP obtains substantial amounts of goods or services, or which provides services that substantially compete with ACEP.
4. Substantial financial interests or positions of responsibility in entities providing goods or services in support of the practice of emergency medicine (e.g., physician practice management company, billing company, physician placement company, book publisher, medical supply company, malpractice insurance company), other than owning less than a 1% interest in a publicly traded company.
5. Any other interest the member believes may create a conflict with the fiduciary duty to ACEP or that may create the appearance of a conflict of interest.

The completed disclosure/statement forms referenced above shall be provided to the President and the Executive Director no later than thirty (30) days following the adjournment of the annual meeting of ACEP's Council. In addition, the forms will be made available to other Board members and placed in the General Reference Notebook available at each Board meeting for review by Officers and members of the Board of Directors.

C. Additional Rules of Conduct

1. An Officer, Board member, Committee Chair, Section Chair, or the Executive Director shall disclose to the ACEP Board of Directors and General Counsel (or committee or section, as appropriate) the existence of any actual or possible interest or concern of:
 - a. The individual;
 - b. A member of that individual's immediate family; or
 - c. Any party group or organization to which the individual has allegiance that can cause ACEP to be legally or otherwise vulnerable to criticism, embarrassment or litigation.
2. After disclosure of the interest or concern that could result in a conflict of interest as defined in this policy and all material facts, the individual shall leave the Board, committee or section meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board, committee or section members shall decide if a conflict of interest exists. If a conflict of interest is determined to exist, the individual having the conflict shall retire from the room in which the Board, committee, or section is meeting and shall not participate in the deliberation or decision regarding the matter under consideration. However, that individual shall provide the Board, committee, or section with any and all relevant information requested.
3. The minutes of the Board, committee or section meeting shall contain:
 - a. The names of the individual who disclosed or otherwise was found to have an interest or concern in connection with an actual or possible conflict of interest the nature of the interest, any action taken to determine whether a conflict of interest was present, and the Board's, committee's, or section's decision as to whether a conflict of interest existed;
 - b. The extent of such individual's participation in the relevant Board, committee, or section meeting on matters related to the possible conflict of interest; and
 - c. The names of the individuals who were present for discussion and votes relating to the action, policy or arrangement in question, the content of the discussion including alternatives to the proposed action, policy or arrangement, and a record of any votes taken in connection therewith.



American College of
Emergency Physicians®

ADVANCING EMERGENCY CARE 

POLICY STATEMENT

Approved October 2007

Antitrust

Reaffirmed by the ACEP
Board of Directors
October 2007

Revised and approved by the
ACEP Board of Directors
October 2001

Approved by the ACEP Board
of Directors June 1996

This statement replaces one
with the same title approved
by the ACEP Board of
Directors April 1994

The American College of Emergency Physicians is a national not-for-profit professional organization that exists to support quality emergency medical care and to promote the interest of emergency physicians. The College is not organized to and may not play any role in the competitive decisions of its members or their employees, nor in any way restrict competition among members or potential members. Rather it serves as a forum for a free and open discussion of diverse opinions without in any way attempting to encourage or sanction any particular business practice.

The College provides a forum for exchange of ideas in a variety of settings including its annual meeting, educational programs, committee meetings, and Board meetings. The Board of Directors of the College recognizes the possibility that the College and its activities could be viewed by some as an opportunity for anti-competitive conduct. Therefore, the Board is promulgating this policy statement to clearly and unequivocally support the policy of competition served by the antitrust laws and to communicate the College's uncompromising policy to comply strictly in all respects with those laws.

While recognizing the importance of the principle of competition served by the antitrust laws, the College also recognizes the severity of the potential penalties that might be imposed on not only the College but its members as well in the event that certain conduct is found to violate the antitrust laws. Should the College or its members be involved in any violation of federal/state antitrust laws, such violation can involve both civil as well as criminal penalties that may include imprisonment for up to 3 years as well as fines up to \$350,000 for individuals and up to \$10,000,000 for the College plus attorney fees. In addition, damage claims awarded to private parties in a civil suit are tripled for antitrust violations. Given the severity of such penalties, the Board intends to take all necessary and proper measures to ensure that violations of the antitrust laws do not occur.

In order to ensure that the College and its members comply with the antitrust laws, the following principles will be observed:

- The American College of Emergency Physicians or any committee, section, chapter, or activity of the College shall not be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal,

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expressed or implied, among two or more members or other competitors with regard to prices or terms and conditions of contracts for services or products. Therefore, discussions and exchanges of information about such topics will not be permitted at College meetings or other activities.

- There will be no discussions discouraging or withholding patronage or services from, or encouraging exclusive dealing with any health care provider or group of health care providers, any supplier or purchaser or group of suppliers or purchasers of health care products or services, any actual or potential competitor or group of actual potential competitors, any patients or group of patients, or any private or governmental reimbursers.
- There will be no discussions about allocating or dividing geographic or service markets, customers, or patients.
- There will be no discussions about restricting, limiting, prohibiting, or sanctioning advertising or solicitation that is not false, misleading, deceptive, or directly competitive with College products or services.
- There will be no discussions about discouraging entry into or competition in any segment of the health care market.
- There will be no discussions about whether the practices of any member, actual or potential competitor, or other person are unethical or anti-competitive, unless the discussions or complaints follow the prescribed due process provisions of the College's bylaws.
- Certain activities of the College and its members are deemed protected from antitrust laws under the First Amendment right to petition government. The antitrust exemption for these activities, referred to as the Noerr-Pennington Doctrine, protects ethical and proper actions or discussions by members designed to influence: 1) legislation at the national, state, or local level; 2) regulatory or policy-making activities (as opposed to commercial activities) of a governmental body; or 3) decisions of judicial bodies. However, the exemption does not protect actions constituting a “sham” to cover anticompetitive conduct.
- Speakers at committees, educational meetings, or other business meetings of the College shall be informed that they must comply with the College's antitrust policy in the preparation and the presentation of their remarks. Meetings will follow a written agenda approved in advance by the College or its legal counsel.
- Meetings will follow a written agenda. Minutes will be prepared after the meeting to provide a concise summary of important matters discussed and actions taken or conclusions reached.

At informal discussions at the site of any College meeting all participants are expected to observe the same standards of personal conduct as are required of the College in its compliance.

WHISTLEBLOWER PROTECTION POLICY AND FRAUDULENT OR DISHONEST CONDUCT STATEMENT

ACEP will investigate any possible fraudulent or dishonest use or misuse of the College's resources or property by staff members, members, or volunteers.

Any staff member found to have engaged in fraudulent or dishonest use or misuse of the College's resources or property is subject to disciplinary action by ACEP, up to and including dismissal. ACEP reserves the right to refer such matters for civil and criminal prosecution.

All members of the ACEP staff are encouraged to report possible fraudulent or dishonest conduct involving the resources or property of the College. A staff member should report his or her concerns to their supervisor. If for any reason a staff member finds it difficult to report his or her concern to their supervisor, the staff member can report it directly to the Human Resource Director. In the event that a staff member suspects the Human Resource Director of fraudulent or dishonest conduct, such matter should be reported to the Deputy Executive Director or the Executive Director. If the staff member suspects a member or volunteer of fraudulent or dishonest activity, the Human Resource Director will notify the Deputy Executive Director, the Executive Director and the President.

ACEP managers and supervisors are required to report any suspected fraudulent or dishonest conduct to the Human Resource Director. Once the Human Resource Director is aware of any suspected misconduct involving the use or misuse of the College's resources or property by staff, the Human Resource Director will investigate the allegations to ensure they are not baseless and will consult with appropriate parties of the College (including, but not limited to, the Deputy Executive Director, Executive Director, and President). If the suspected misconduct involves a member or volunteer, the Human Resource Director will notify the Deputy Executive Director, the Executive Director and the President who will investigate the allegations.

All members of ACEP are encouraged to report any concern regarding fraudulent or dishonest conduct involving the resources or property of the College. A member should report his or her concerns to the President or any member of the Audit Committee.

For more information about definitions, rights and responsibilities, and procedures, please read the following:

Rights and Responsibilities:

Reasonable care should be taken in dealing with suspected misconduct to avoid:

- baseless allegations
- premature notice to persons suspected of misconduct and/or disclosure of suspected misconduct to others not involved in the investigation
- violations of a person's rights

Accordingly, a supervisor who is informed of suspected misconduct should:

- NOT contact the person suspected to further investigate the matter
- NOT discuss the issue with anyone other than the Human Resource Director

Whistleblower Protection:

ACEP staff members may not retaliate against a whistleblower with the intent or effect of adversely affecting the terms and conditions of employment (including, but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or wages). A whistleblower who believes that he/she has been retaliated against may file a written complaint with the Human Resource Director. If the whistleblower believes that he/she has been the subject of retaliation from the Human Resource Director, he/she may file a written complaint with the Deputy Executive Director or the Executive Director.

ACEP will use its best efforts to protect whistleblowers against any form of retaliation, as described below. It cannot guarantee confidentiality, however, and there is no such “unofficial” or “off the record” reporting. ACEP will keep the whistleblower’s identity confidential, unless (1) the person agrees to be identified; (2) identification is necessary to allow ACEP or law enforcement officials to investigate or respond effectively to the report; (3) identification is required by law; or (4) the person accused of fraudulent or dishonest conduct is entitled to the information as a matter of legal right in disciplinary proceedings.

Whistleblowers must avoid baseless allegations (as described under the definitions section of this Policy).

Definitions:

Whistleblower: A staff member who informs a supervisor or the Human Resource Director (or the Deputy Executive Director or the Executive Director) about an activity which that person believes to be fraudulent or dishonest.

Fraudulent or Dishonest Conduct: A deliberate act or failure to act with the intention of obtaining an unauthorized benefit from the College. Examples of such conduct include, but are not limited to:

- Forgery or alteration of any documents
- Unauthorized alteration or manipulation of computer files
- Fraudulent financial reporting
- Pursuit of a benefit or advantage in violation of the College’s Conflict of Interest Policy
- Misappropriation or misuse of ACEP resources, including funds, supplies, or other assets
- Authorizing or receiving compensation for services not received or services not performed
- Authorizing or receiving compensation for hours not worked
- Filing expense reports or travel reimbursement requests that are false or in violation of ACEP policies

Baseless Allegations: Allegations made with disregard for their truth or falsity. People making such allegations may be subject to disciplinary action.

Contacts:

Questions regarding this policy should be directed to the Human Resource Director or the Deputy Executive Director

Records Retention Policy

Note: All nonprofit organizations and associations know the value of prudent records maintenance. It is increasingly clear that periodic purging of unused paper and electronic documents can pay major dividends to an organization: reduced storage costs, reduced costs of search and production when documents are sought in litigation or government investigations from the organization as a third party, and greater ease in locating those documents that are retained and not purged. This is a relatively straightforward records retention policy for a nonprofit organization. Note that the keys to successful implementation of a policy such as this are top-down commitment and organization-wide compliance.

Records Retention

Principal Rules

Rule 1. Paper and electronic documents that are indicated below as falling within Categories A, B, C or D are to be transferred to and maintained by the Human Resources Department, Legal Department, or Administrative Department (or their equivalents).

Rule 2. Other paper documents, wherever located, are to be discarded every three years.

Rule 3. Other electronic documents are to be deleted annually from all individual personnel computer memories, from all organization networks, and from all backups.

Rule 4. Copies of paper or electronic records may be retained individually by appropriate staff members for historical or ongoing work reasons but only upon the written approval of _____.

Rule 5. No paper or electronic records are to be discarded, deleted, or destroyed if pertinent to an anticipated or ongoing governing investigation or proceeding or any anticipated private litigation.

Category A: Retain Permanently

Governance Records: Articles of Incorporation (or equivalent), Bylaws, other organizational documents, governing board and committee minutes.

Maintained by Legal.

Tax Records: Filed state and federal tax reports and returns, tax exemption determination letter and related correspondence, files related to tax audits, and supporting information and documentation for federal and state returns, deductions, refunds, and similar uses

Maintained by Administrative.

Intellectual Property Records: Copyright and trademark registrations and samples of protected works.

Maintained by Legal.

Financial Records: Audited financial statements, attorney contingent liability letters.

Maintained by Administrative.

Category B: Retain for 10 Years

Pension and Benefit Records: Pension (ERISA) plan participant/beneficiary records, actuarial reports, related correspondence with government agencies, and supporting records.

Maintained by Human Resources.

Lobbying Records: State and federal lobbying registration and reporting documents and back-up information.

Maintained by Legal.

Category C: Retain for Three Years

Employee/Employment Records: Employee names, addresses, Social Security numbers, dates of birth, INS Forms I-9, resume/application materials, job descriptions, dates of hire and termination/separation, evaluations, compensation information, promotions, transfers, disciplinary matters, time/payroll records, leave/comp time/FMLA, engagement and discharge correspondence, and documentation of basis for independent contractor status (retain for all current employees and independent contractors and for three years after departure of each individual).

Maintained by Human Resources.

Lease, Insurance, and Contract/License Records: Software license agreements; vendor, hotel, and service agreements; independent contractor agreements; employment agreements; consultant agreements; and all other agreements (retain during the term of the agreement and for three years after the termination, expiration, or nonrenewal of each agreement).

Maintained by Legal.

All Other Paper Records, Documents and Files: Correspondence files, past budgets, bank statements, publications, employee manuals/policies and procedures, and survey information.

Maintained by relevant department.

Category D: Retain for One Year

All Other Electronic Records, Documents and Files: Correspondence files, past budgets, bank statements, publications, employee manuals/policies and procedures, and survey information.

Maintained by relevant department.

RECORDS MANAGEMENT

A records management program is developed to assist staff in determining appropriate maintenance and disposition of all records related to College business and activities. A records management program is intended to provide guidelines and rules for filing, retrieving, storing, distributing, and destroying material.

Filing

Staff within each department are responsible for the maintenance of their files. The file system used will be selected within the department. No matter which method of filing you use, it is important to place materials accurately.

Each department is also responsible for maintaining a directory of their files.

Retrieving

Files are maintained as records for the entire College. Access, therefore, should be allowed to any staff member who needs the materials. When you retrieve or remove files from any file bank or area, be sure to complete an "out card" and place it in the location of the file you have removed.

Filing Do's and Don'ts

It is important to remember that any file system is intended as a receptacle for original documents (except when the original is sent to the addressee). Copies of filed documents, if needed, should be kept in working files and discarded when no longer needed. If you always place the original in your file bank, you can avoid double filing or file omissions when you are done with your working file.

Original contracts or agreements should be forwarded to OED staff. These files are maintained in a fireproof file for safe keeping.

Material which should not be filed with department file system

Copies of documents (unless the copy is all that we have, ie, copies of letters that the College initiates)

Dated brochures from external sources

Drafts or working copies

Mailing lists

Promotion materials received from external sources

Materials sent from other sources with a one time use value

Bound materials (these should be sent to the library if they should be kept)

Materials which must be filed

Committee or Board minutes

Committee or Board correspondence or materials regarding their activities or projects

Chapter correspondence, information, or materials regarding their activities or programs

Historical documentation

Newsletters published by ACEP (two copies are sufficient)

Vital documents, including Constitution and Bylaws, Articles of Incorporation, etc.

Original contracts/agreements/licenses (maintained by OED staff in a fireproof file)

File Retention Schedule

An approved retention schedule is available for your reference. At least once each year, files should be reviewed to ensure that the retention schedule is followed. By following the retention schedule, you avoid clutter within your active files and allow for space as required for future files. The schedule will tell you what needs to be kept and for how long. If there is any question regarding the length of time a specific document must be kept, please check with the director of your department. Questions may be referred to Kathy Ross.

SAMPLE

RECORDS RETENTION SCHEDULE

Introduction

This record retention schedule was developed based on the need for a uniform and systematic approach to ACEP's file management and taking into account the many federal, state, and other legal requirements.

This retention schedule establishes the period for retaining records regardless of form or location.

This retention schedule is to ensure the adequate maintenance and disposition of records within this schedule.

- Adding To The Retention Schedule

In the event that an ACEP department or a project area has or develops records, for which there is no applicable or stated retention period, Nancy Wirth must be advised. If a retention period longer than the stated term is necessary, reasons for the extended retention period must be presented with a request for the extended retention.

Operation

- Deviations From The Retention Schedule

Written requests for permission to deviate from this retention schedule must be submitted for records covered under this schedule. The request must be accompanied by a statement of the pertinent reasons for deviation.

- Multiple Purpose Records

In the event an individual record is pertinent and relevant to more than one department, its retention shall be scheduled in accordance with the record category having the longest retention period.

- Periodic Inspection

A periodic physical inventory and inspection will be scheduled and performed in all departments. These inspections will have the dual purpose of ensuring compliance with the record retention schedule and assuring that procedures for orderliness of files are maintained.

RECORDS RETENTION SCHEDULE DEFINITIONS

RECORD	Any documentary material, regardless of physical form, that is generated or received by the College in connection with transacting its business or is related to its legal obligations.
C	Indicates CURRENT YEAR – the fiscal year during which the record was originated C+2 indicates records are to be kept two years beyond the current fiscal year.
CP	Indicates COMPLETION of a defined project or file. For example: A research project A litigation A contract negotiation
S	Means until SUPERSEDED , or while the record is still valid and useful. S+1 means that a superseded record should be retained one fiscal year beyond the fiscal year in which it became obsolete.
T	Means until an activity, or the use of the file, has TERMINATED . When used with personnel associated records, T indicates termination of employment. When used with contract or agreement records, T indicates completion of effort required under the contract. T+5 indicates five fiscal years after the fiscal year in which termination took place.
AD	Means an ADMINISTRATIVE DECISION was made on those records which have no legal retention, but are kept for business reasons, and reviewed annually.
AU	Means that a required AUDIT (internal, external, or tax) must be completed before disposal of the record.
AR	Means disposal only AFTER REVIEW by the indicated office which has authority to extend retention for specific purposes.
P	Indicates that the record or document must be kept PERMANENTLY .

RECORDS RETENTION SCHEDULE

COMMITTEES

correspondence files			C + 2
meeting files	A. correspondence relating to	C + 2	
	B. minutes of	PERM	
workplans		C + 2	
membership		S + 2	
reports		C + 2	
goals and objectives		S + 2	
defunct committees		T + 2	
budgets			
ACEP originated		C + 5	
copies		S + 1	

COMMUNICATIONS

newsletters, periodicals, & other publications			
ACEP originated		C + 5	
externally originated		C + 1	
directories			
ACEP originated		S + 1	
externally originated		S	
journal & other publications			
ACEP originated		PERM	
externally originated		C + 2	
information request files			AD
acknowledgment files		AD	
press releases		C + 5	

CORPORATE & LEGAL

annual reports/statements			
a) certified, published		PERM	
b) externally originated		S + 2	
contracts, leases		T + 10	
certificate of incorporation		PERM	
charter		PERM	
constitution and bylaws		PERM	
minutes of executive director		PERM	
executive committee		PERM	
administrative council		PERM	
board of directors		PERM	
president		PERM	
copyrights & trademarks		PERM	
executive correspondence (original)		PERM	
election records		PERM	
manuals, procedures, guidelines, etc. which			
express or interpret ACEP policy		PERM	
all copies		S	

mergers/consolidations/acquisitions/reorganizations, etc. PERM

CORRESPONDENCE

correspondence files - general	C + 2
subject files, reading files	C + 2
information copies, form letters	C

For other correspondence files, see specific listing.

ACCOUNTING - FINANCIAL

accounts payable invoices	C + 4
accounts payable register	C + 4
accounts payable ledger	C + 4
accounts receivable ledger	C + 3
audit reports; external	PERM
general ledger	PERM
financial statements:	
audited/certified	PERM
periodic	C + 5
correspondence	C + 2
balance sheets	C + 5
bank deposits	C + 3
bank statements/reconciliations	C + 3
budgets	
ACEP originated	C + 5
all other copies	S + 2
cash book/journals	10
checks (canceled):	
register	PERM
general	PERM
payroll	C + 3
taxes	10
vouchers:	
petty cash	C + 3
expense reports	C + 5
payroll deductions records	T + 2
salary surveys	S + 1
payroll records	C + 4
withholding, exemption certificates	5
worker's compensation reports	10
form W-2	C + 4
form W-4	C + 4
time sheets	C + 4

ACCOUNTING - TAX

income tax returns	PERM
depreciation schedules	PERM
tax bills/statements	PERM

social security tax records	PERM
unemployment tax records	PERM
excise tax records	PERM

INSURANCE / INVESTMENTS

bond investments	C + 4
investments	C + 4
policies	
property insurance	T + 10
liability insurance	T + 10
claims (against company):	
group (life/hospital)	T + 6
vehicle accident	T + 2
workman's compensation	T + 6
claims (against others):	
loss/damage in transit	T + 6
insurance policies	T + 10

MARKETING - PROMOTIONS

advertising inquiries received	C + 1
market research/survey/analysis	AD
drawing/artwork/layouts	AD
news ads/proofs/photos	AD
promotional material (Original-masters)	
public	PERM
in-house	AD
sales: analysis/reports	5
contracts	T + 6
invoices	T + 6
orders	T + 6

HUMAN RESOURCE

accident reports (personnel file)	PERM
attendance records	3
applications: non-employees	1
employees (personnel file)	PERM
human resources correspondence records	C + 3
conflict of interest (personnel file)	PERM
contracts (employee) (personnel file)	PERM
correspondence	C + 2
counseling records (personnel file)	PERM
deduction authorizations	T + 2
employee activity records:	
demotion records (personnel file)	PERM
promotion records (personnel file)	PERM
education records (personnel file)	PERM
employee evaluation records (personnel file)	PERM
official personnel file:	

non-exempt	PERM
exempt	PERM
job announcements	C + 1
performance reviews	PERM
pension plan:	
applications (personnel file)	PERM
claims (personnel file)	PERM
correspondence	C + 3

PURCHASING

bids, accepted	C + 6
bids, rejected	1
catalogs	S
price lists	S
purchase orders	C + 4
quotations	1
receiving documents	1
correspondence	C + 2

PROPERTY AND EQUIPMENT

property	
depreciation schedule	PERM
inventory records	PERM
office equipment	
maintenance & repair manual	S
service agreements	S
vendor information	S

MEMBER & MEMBERSHIP

active members files	PERM
correspondence	PERM
dues	PERM
application	PERM
prospective members	PERM
inquiries & responses	C + 2
promotional material	S
list of prospects	S + 2
inactive members	S
inactive member lists	S + 2

MEETINGS & CONVENTIONS

s/a convention	
correspondence	C + 2
evaluations	C + 2
budgets	C + 2
faculty lists	PERM
syllabi	PERM

hotel/motel arrangements	T + 2
car rental arrangements	T + 2
statistics	C + 2
registration list	PERM
exhibitor records	CC + 2
w/s	
correspondence	C + 2
evaluations	C + 2
budgets	C + 2
statistics	C + 2
syllabi	PERM
faculty lists	PERM
registration list	PERM
workshops	
correspondence	C + 2
budgets	C + 2
statistics	C + 2
registration list	PERM

GOVERNMENT & LEGISLATIVE RELATION DOCUMENTS

state legislative bills	AD
federal legislative bills	AD
testimonials	AD

SAMPLE

ACEP Model Agreements

1. Independent Services Agreement
2. Supplement to Hotel Meeting Agreement
3. Speaker Agreement
4. Author Agreement
5. Affinity Program Agreement

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Contract laws may vary by State.

Please consult an attorney for specific legal advice pertaining to your circumstances.

CONTRACT REVIEW CHECKLIST

This is a non-exhaustive checklist which outlines standard questions or issues that you should consider before signing any contract on behalf of the organization:

1. What kind of contract is it?
2. Do you have the authority to enter into it on behalf of the Organization?
3. Will others clearly view the contract as being in the Organization’s best interests?
4. Do you or others involved in the contract have a conflict of interest, or might there be a perception of such a conflict?
5. Are the parties correctly described? (For example, is the other party an individual or incorporated business entity: general partnership (GP – this is rare), Limited Liability Company (LLC), Incorporated (Inc. or Co.), or Limited Liability Partnership (LLP)?
6. Is the contract consistent with Organization policies?
7. Do you understand ***ALL*** of the contract terms? (If not, don’t sign it!)
8. Are all key obligations/rights/deliverables identified and not left to assumption or interference?
9. Are the services/goods being purchased clearly identified?
10. What is the duration of the contract?
11. Can it be brought to an end early, and if so on what basis? (For example: Termination by either party with thirty days notice (no-cause termination) or termination due to breach of contract with notice to cure [correct the problem]?)
12. Are payment terms clearly specified?
13. Have financial commitments undertaken by the Organization been approved?
14. Have you thought about worst-case scenarios if the relationship goes sour?
15. Does the contract language address worst-case scenarios?
16. Does the contract affect the rights or obligate another department and if so have you consulted appropriately?

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17. Is there anything in the contract that is inconsistent with oral negotiations and if so have you clearly indicated that the written contract represents the deal?
18. Have you attached all relevant documents?

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**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
(INSERT CHAPTER NAME)
AND
(INSERT PARTY NAME)**

This Agreement is made effective this day of (INSERT DATE) (the “**Effective Date**”) by and between (INSERT CHAPTER NAME), an IRS (INDICATE WHAT TYPE OF NON-PROFIT – i.e. 501(c)3, (c)4, (c)6, etc.), (INSERT STATE OF INCORPORATION) nonprofit corporation (“**CHAPTER**”) and (INSERT NAME OF CONTRACTOR) (“**CONTRACTOR**”).

The parties agree as follows:

1. **Services** As of the Effective Date, CHAPTER shall retain CONTRACTOR and CONTRACTOR shall provide CHAPTER with certain consulting services (the “**Services**”) such Services shall include, without limitation, those Services as set forth in Attachment “A” – “**Services & Deliverables**”. The Services rendered by CONTRACTOR shall be completed as accurately as possible within the time schedule set forth and consistent with the quality standards provided in Attachment A. The nature of the Services may be modified by CHAPTER in writing at any time with the written agreement of CONTRACTOR. The CONTRACTOR acknowledges that Services are specifically ordered and commissioned by CHAPTER as a work-made-for-hire as defined by the United States Copyright Act of 1976 and all work product (the “**Work**”) is the exclusive property of CHAPTER unless otherwise specified. The Services rendered by CONTRACTOR shall be provided as an independent contractor to CHAPTER and nothing in this Agreement creates or shall be deemed to create the relationship of partners, joint venturers, employer-employee, or principal-agent between the parties.

2. **Term** This Agreement shall remain in effect from the Effective Date until:

Check One:

(INSERT SPECIFIC DATE FOR EXPIRATION/TERMINATION), or

CONTRACTOR has successfully completed the Services and CHAPTER has paid the required Fee to CONTRACTOR,

(the “**Term**”), unless extended or terminated earlier by one or both of the parties.

3. **Control** CONTRACTOR shall have the right to control and direct the means, manner and method by which the Services are performed.

4. **Insurance and Employees**

4.1 CHAPTER shall not provide insurance coverage of any kind for CONTRACTOR or name CONTRACTOR as an additional insured on any of its insurance policies.

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4.2 The CONTRACTOR shall maintain liability insurance to cover errors or omissions including those that could occur in the course of undertaking the Services as contemplated hereunder.

5. **CONTRACTOR’s Representations and Warranties** As a material inducement to CHAPTER to enter into this Agreement, CONTRACTOR represents and warrants that:

- 5.1 the CONTRACTOR has the full power and authority to enter into this Agreement;
- 5.2 except for material in the public domain and such excerpts from other works as may be included with the prior written permission of the copyright owner(s), the Work was created by the CONTRACTOR alone and that the CONTRACTOR has the exclusive right to make this assignment, grant, and license;
- 5.3 the Work does not infringe or violate any copyright, contract, proprietary, privacy or personal rights of others (including, without limitation, protected health information);
- 5.4 the CONTRACTOR has not previously in any manner transferred, encumbered, or disposed of any of the rights granted to CHAPTER or granted any rights adverse or inconsistent with the grant of rights in this assignment;
- 5.5 there are no rights outstanding that would diminish, encumber, or impair the full enjoyment or exercise of the rights granted to CHAPTER under this Agreement; and
- 5.6 the CONTRACTOR knows of no present or potential claim or demand for ownership or other rights to the Work.

6. **Confidentiality** CHAPTER and the CONTRACTOR each recognize that its officers, directors, employees, subcontractors or agents may be exposed to information, materials, and property related to the other party and its activities that may be confidential or proprietary, including but not limited to financial information, trade secrets, membership and other mailing lists, software, processes, copyrights, logos, trademarks and trade names. Each party will respect and maintain the confidentiality of the other party’s confidential information, using the same level of protection that the party would use to protect the confidentiality of the party’s own confidential information or proprietary property; neither party nor its officers, directors, employees, subcontractors, or agents will use or divulge, or cause to be used or divulged, this confidential information or proprietary property without the express authorization of the relevant party. Neither party will at any time use the other party’s name, trademark, or trade name, except as provided in this Agreement, without the prior written consent of the other party. These obligations will survive the termination or expiration of this Agreement.

7. **Compensation**

- 7.1 All Fee(s) shall be reported on IRS Form 1099-MISC for the year in which the Fee was paid. CHAPTER shall not be responsible to CONTRACTOR, its directors, officers, employees or other representatives, or to any governmental authority, for the payment or withholding of any federal, state or local income,

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unemployment or other employment-related taxes in connection with the performance of the Services. It is understood that CHAPTER shall not withhold from CONTRACTOR’s compensation any amount that would normally be withheld from an employee’s pay and CONTRACTOR warrants and agrees to pay all federal, state and local taxes incurred and chargeable to it in connection with the performance of the Services. CONTRACTOR agrees to indemnify and hold CHAPTER harmless from any taxes, penalties, and interest assessed against CHAPTER resulting from the parties’ tax treatment of the compensation

7.2 CHAPTER will pay the CONTRACTOR for the Services rendered in the amounts provided in Attachment A (the “***Fee***”). The CONTRACTOR will issue invoice(s) to CHAPTER upon completion of the Services or as otherwise indicated in Attachment “A”. Invoice(s) will specifically detail those portions of the Services that have been performed such that payment is due. CONTRACTOR shall furnish all equipment, materials and labor used to perform the Services and is responsible for payment of all ordinary and necessary expenses arising from performance of the Services.

7.4 The CONTRACTOR:

(Not valid unless checked by CHAPTER)

- Will not** be reimbursed for Expenses; or
- Will be** reimbursed for ordinary and necessary business expenses including travel, lodging, transportation and communication costs (e.g. telephone and fax) reasonably incurred by CONTRACTOR in connection with the provisions of the Services as set forth in Attachment “B” – “***CHAPTER’s Reimbursable Expense Guidelines***”.

8. **Indemnification** Each party indemnifies and holds harmless the other, its officers, directors, employees, subcontractors, or agents, from any and all suits, claims, damages or losses, including reasonable attorneys’ fees and costs, resulting from any negligent or intentional act or omission or breach of any representation, warranty, or obligation under this Agreement by the indemnifying party or its officers, directors, employees, subcontractors, or agents.

9. **Notice** All notices and other communications with respect to this Agreement must be in writing and either (a) hand delivered by the party giving such notice or by a recognized overnight delivery service which requires a written receipt of delivery with all charges paid by the sender; or (b) sent by certified or registered mail, return receipt requested, with all postage and charges prepaid by the sender.

If to CHAPTER: **(INSERT CHAPTER ADDRESS)**

(CITY, STATE & ZIP CODE)

ATTN: **(INSERT NAME TO WHOM NOTICES SHOULD BE SENT)**

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If to Vendor: **(INSERT PARTY ADDRESS)**
(CITY, STATE & ZIP CODE)
ATTN: **(INSERT NAME TO WHOM NOTICES SHOULD BE SENT)**

10. **Miscellaneous** This Agreement is personal to CONTRACTOR and is not assignable or delegable, in whole or in part by CONTRACTOR. The foregoing notwithstanding, CHAPTER may assign this Agreement, in whole or in part, without limitation or restriction. This Agreement shall inure to the benefit of CHAPTER, its successors, assignees, licensees and grantees. The invalidity or partial invalidity of one or more provisions of this Agreement shall not invalidate any other provision of this Agreement. No waiver by either party or any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any subsequent time. This Agreement is governed by, and will be enforced under and construed in accordance with, the laws of the State of **(INSERT CHAPTER’S STATE)** without giving effect to any conflict-of law provisions or rule (whether the State of **(INSERT CHAPTER’S STATE)** or any other jurisdiction) that would cause the application of the laws of any state or similar jurisdiction other than the State of **(INSERT CHAPTER’S STATE)**. Each party consents to the personal jurisdiction of the state and federal courts located in **(INSERT CHAPTER’S COUNTY AND STATE)** for any lawsuit filed, arising from or relating to this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior writings or oral agreements. This Agreement may be amended only by a written document that clearly sets forth the amendments and is signed by both parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or any other reliable electronic means (*for example: scanned page and sent via email*) shall be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this Agreement in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means shall in all respects be considered an original.

ACCEPTED AND AGREED:

CONTRACTOR

DATE

CHAPTER

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Please consult an attorney for specific legal advice pertaining to your circumstances.

By: _____ DATE _____
Printed Name: _____
Title: _____

SAMPLE

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ATTACHMENT “A”

“SERVICES & DELIVERABLES”

INSERT DESCRIPTION OF THE PROGRAM/DELIVERABLES INCLUDING AMOUNT OF ROYALTIES THAT CHAPTER WILL RECEIVE.

Fees/Compensation

Insert fees to be paid CONTRACTOR.

SAMPLE

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ATTACHMENT “B”

“CHAPTER’S REIMBURSABLE EXPENSE GUIDELINES”

The following guidelines are required for the reimbursement of expenses incurred by CONTRACTOR in performance of the Services, provided the reimbursements are authorized under the applicable Agreement:

1. CONTRACTOR shall use its best efforts to obtain the lowest-cost option for reimbursable travel expenditures, including plan-ahead fares whenever feasible, and is encouraged to use CHAPTER’s travel agent.
2. Receipts are required for reimbursement.
3. **Airfare** CHAPTER shall reimburse CONTRACTOR for coach-class airfare, provided CHAPTER authorizes the travel in advance. CONTRACTOR shall submit to CHAPTER a copy of any used airline tickets.
4. **Ground Transportation** If authorized by CHAPTER, CHAPTER shall reimburse CONTRACTOR for travel from the originally assigned work location (or, if no work location is so assigned, CONTRACTOR’s principal place of business) to and from the temporary work location (any address other than the originally assigned work location) as follows:
 - a. at the current mileage reimbursement rate set by the Internal Revenue Service for use of CONTRACTOR’s or its personnel’s personal automobile;
 - b. for reasonable car rental (intermediate car class, unless numbers of travelers and/or materials transported necessitates a full-sized vehicle); or
 - c. for use of public transportation such as bus or rapid transit and for reasonable taxi usage in lieu of rental car.
5. **Incidental Transportation Expenses** CHAPTER shall reimburse CONTRACTOR for incidental transportation expenses such as bridge tolls and parking fees incurred for travel to and from temporary work locations.
6. **Lodging** CHAPTER shall reimburse CONTRACTOR for reasonable lodging expenses for overnight stay or longer, provided CHAPTER authorizes such travel in advance.
7. **Entertainment** CHAPTER shall not reimburse CONTRACTOR for any entertainment expenses.

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**Addendum to Hotel Contract Between
(INSERT CHAPTER NAME)
And
Hotel**

This Addendum is entered into as of **(INSERT DATE)** made to the contract (as modified) between (INSERT CHAPTER NAME) (“**CHAPTER**”) and the Hotel (“**Hotel**”) regarding CHAPTER’s scheduled meeting (the “**Event**”) for **(INSERT EVENT BEGIN DATE)** through **(INSERT EVENT END DATE)** This Addendum along with the original contract (as adjusted, hereinafter jointly referred to as the “**Agreement**”) represents the entire agreement between CHAPTER and Hotel.

1. Cancellation. In the event that Hotel breaches this Agreement and does not provide the rooms or facilities as required, Hotel shall pay to CHAPTER within thirty (30) calendar days after such breach, as liquidated damages, an amount equal to the amount that CHAPTER would have been obligated to pay to Hotel had CHAPTER breached this Agreement. Notwithstanding any other provisions to the contrary, in the event that CHAPTER cancels this Agreement, no cancellation fees shall be due from CHAPTER provided that CHAPTER agrees to hold an event of similar or greater size (measured by expected revenues to Hotel) within one (1) year of the Event date.

2. Mitigation. In the event that any attrition or cancellation Damages amount is claimed by the Hotel, the Hotel will undertake all reasonable efforts to resell any unused or canceled rooms or unused or canceled functions space, and will credit those revenues against any attrition or cancellation Damages claimed. Damages, if any, will be payable thirty (30) days after the final date of the Event, provided that the Hotel provides written proof of its efforts to mitigate the Damages and that rooms and space being held for the Group’s Event or its attendees remained unsold. The Group will not owe any Damages if the Hotel meets or exceeds its average occupancy level for that particular period of the year based on the Hotel’s prior three-year average occupancy rates for that period, or if the Group reschedules another meeting of equal or greater value for the Hotel within thirty-six (36) months from the date of cancellation. The Hotel assumes the obligation of demonstrating that, but for the Group’s attrition or cancellation, the Hotel would have achieved its prior three-year average occupancy level for that period, and of demonstrating that rooms being held for the Group’s Event were unsold.

3. Additional Charges. No additional charges beyond those stated in this Agreement will be incurred by CHAPTER or its Event attendees for work performed or services or items provided by Hotel, unless Hotel shall have first given to CHAPTER or the pertinent Event attendee a quote for the work, service, or item, and obtained prior written consent from an authorized representative of CHAPTER or from the pertinent attendee to have the work completed, or the service or item provided.

4. Disputed Charges. Any reasonably disputed invoice will not be due and payable by CHAPTER to Hotel until the disputed invoice is resolved.

5. Master Account. An CHAPTER authorized representative must approve in writing all charges posted to CHAPTER’s master account before CHAPTER shall be billed for any such charge.

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6. **Invoice Statement.** Hotel shall upon CHAPTER’s request make every effort to have appropriate explanations and back up data sent along with the pertinent invoice.

7. **In-House Equipment.** Hotel shall provide, at no extra charge to CHAPTER, a reasonable amount of conference equipment (e.g., chairs, tables, podium, note pads, pencils, candies, water, water glasses, and other equipment). These complimentary arrangements do not include special setups or extraordinary formats.

8. **Space Warranties.** Hotel warrants that it shall provide all conference, banquet, reception, registration, and function space(s) properly equipped and maintained, including proper heating and air conditioning when and where necessary, lighting, and proper chairs and tables. All rooms and function space(s) shall be provided by Hotel in such condition as would normally be provided by a first-class hotel and Hotel warrants that in no event shall the overall quality of Hotel, its function space, its guest rooms, and public areas decrease from the levels existing at the time of the Agreement. If in CHAPTER’s sole reasonable determination the overall quality of Hotel, its function space, its guest rooms, and its public areas has decreased from levels existing at the time of the Agreement, then Hotel shall pay to CHAPTER an amount equal to ten percent (10%) of the total room revenue received by Hotel from Event attendees.

9. **Lowest Rate.** Hotel warrants that it shall provide to CHAPTER Event attendees the lowest rate offered by Hotel during the Event dates, excluding previously negotiated volume corporate discounts.

10. **Other Functions.** Hotel shall promptly notify CHAPTER of any concurrent or overlapping conferences, special events, or other attractions to be held in Hotel during CHAPTER’s Event. Hotel warrants to CHAPTER that there will be no distractions or disturbances, which will affect the ordinary use of function and meeting rooms, or other facilities to be used by CHAPTER and its attendees.

11. **Renovation.** Hotel will promptly notify CHAPTER of any significant construction or remodeling to be performed in Hotel during the Event. Hotel will endeavor to keep such activity from distracting or interfering with the use of meeting rooms or other facilities to be used during the Event. If it is reasonably anticipated that there will be a significant interference, the Hotel will be considered to have denied accommodations to the Group’s Event attendees, with the provisions regarding denial of accommodations under these Amendments applicable.

12. **Other Functions/”Quiet Enjoyment”.** The Hotel will promptly notify the Group of any concurrent or overlapping meetings, conventions, special events, or other attractions to be held at the Hotel during the period of the Group’s Event. The Hotel represents and warrants that there will be no outside distractions that could affect or interfere with the quiet enjoyment or ordinary use of meeting rooms or other facilities allocated to the Group and its Event attendees. In the event of material interference with accommodations and/or functions because of construction, remodeling, or general maintenance, the Hotel will be considered to have denied accommodations to the Group’s Event attendees.

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attendees, with the provisions regarding denial of accommodations under these Amendments applicable.

13. Ownership and Management. Hotel shall promptly notify CHAPTER of any change in Hotel’s management or ownership. This Agreement may be cancelled by CHAPTER without penalty if there is any change in management or ownership of Hotel, provided that CHAPTER notifies Hotel of such cancellation in writing within thirty (30) days after CHAPTER is notified by Hotel of such change.

14. Impossibility. The performance of the Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, strikes, civil disorder, curtailment of transportation facilities preventing or unreasonably delaying at least twenty percent (20%) of Event attendees and guests from appearing at CHAPTER’s Event, or other similar cause beyond control of the parties making it inadvisable, illegal, or impossible to hold the Event or provide the facility. This Agreement may be terminated without penalty for any one or more of such reasons by written notice from one party to the other.

15. Insurance. Hotel shall carry liability, fire, burglary, and other insurance in such dollar amount as necessary to protect itself against any claims arising from any activities conducted in Hotel during the Event, and to indemnify CHAPTER as provided in this Agreement.

16. Walk Policy. If Hotel does not provide a sleeping room to an CHAPTER Event attendee holding a reservation, Hotel agrees to provide each such attendee:

- a. free sleeping room at a comparable or superior nearby hotel for as long as that confirmed attendee is denied lodging at the Hotel consistent with the reservation;
- b. free transportation by the most efficient and convenient means possible for the attendee to and from the substitute hotel and Hotel for as long as that confirmed attendee is denied lodging at the Hotel consistent with the reservation;
- c. one free long-distance telephone call;
- d. place the name of the attendee on Hotel telephone list for referral; and
- e. a letter of apology in the guests’ room upon the guests’ return to the Hotel.

17. Emergencies. In the event that Hotel becomes aware of a medical or other emergency pertaining to an CHAPTER Event attendee(s) who is (are) located in Hotel, then Hotel shall immediately notify CHAPTER’s staff of the name of such attendee(s) and the nature of the emergency.

18. Indemnification. Each party to this Agreement shall, to the extent not covered by the indemnified party’s insurance, indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys’ fees (collectively “Claims”) arising out of or caused by the indemnifying party’s negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers’ limitation of liability laws, nor shall it waive any defenses either party may have with respect to any Claim.

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19. **Changes to Menus or Room Assignments.** No changes will be made to the menus or room assignments related to CHAPTER’s Event without the prior written approval of CHAPTER.

20. **General Provisions.**

- a. No waiver of any breach by either party of any term, condition, or obligation shall be deemed a waiver of the same or similar breach thereafter.
- b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Faxed counterparts and signatures shall be deemed originals and shall be as effective, valid, and enforceable as such. Delivery of facsimiles of signatures shall be followed by prompt delivery of the originals to CHAPTER.
- c. If any term, condition, or provision of this Agreement shall for any reason be found or held invalid or unenforceable by a court or under any arbitration(s) provision or award, such invalidity or unenforceability shall not affect the remainder of such term, condition, or provision, and this Agreement shall survive and be construed as if such invalid or unenforceable term, condition, or provision had not been contained therein. In the event that the terms of this Addendum conflict with the terms of the contract (as adjusted), the terms of the Addendum shall control.

21. **Audit.** If there is a discrepancy between the Hotel’s reported room pickup and the figures believed to be accurate by the Group, the Hotel will furnish the Group with a list of in-house guests to be compared with the Group’s list of attendees over the dates of the Group’s Event. The Group’s authorized representative will be allowed to view the Hotel’s list of in-house guests with Hotel personnel. All rooms determined to be occupied by the attendees at the Group’s Event will be credited to the Group’s block for pickup purposes. Credit will also be given for guests relocated to another hotel because of the Hotel’s inability to accommodate those guests, including the Hotel’s overbooking. To protect the privacy of Hotel guests, the Group’s authorized representative will sign and be subject to the terms of a separate confidentiality agreement whereby guest names reviewed by the representative will be kept confidential, will not be revealed to outside parties, and will be used only in ascertaining the accurate pickup at the Hotel by the Group’s Event attendees.

22. **Commission.** The specified room rates quoted above are subject to federal, state, and local tax, which are currently _____ % and are commissionable to CHAPTER at 10% of revenue (excluding federal, state, and local taxes) generated from room rates on room nights within the pattern set forth above actually occupied by Group attendees and paid for at the full contract rate. Commission will be paid after Group’s Master Account is settled in full.

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ACCEPTED AND AGREED:

HOTEL

By: _____

Printed: _____

Its: _____

CHAPTER

By: _____

Printed: _____

Its: _____

SAMPLE

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SPEAKER LICENSE & RELEASE

1. The (INSERT CHAPTER NAME) (“CHAPTER”) conducts many meetings and events at which educational presentations are made to attendees. CHAPTER requires all presenters at these meetings and events to provide a release and license to CHAPTER (the “Agreement”). This Agreement by the Speaker identified below (the “Speaker”) is for the presentation described below, including any and all related comments handouts, illustrations, references, or other related materials (the “Presentation”).

2. The Speaker grants to CHAPTER a license to record the Presentation using audiotape or videotape equipment or other forms of electronic means (the “Recordings”), and grants to CHAPTER a nonexclusive, irrevocable, worldwide license to reproduce, distribute, and/or sell audio and/or videotapes, transcripts, and/or any other created work prepared and distributed by the Speaker in connection with the Presentation. The license also gives CHAPTER the right to publish part or all of the transcripts and any handouts or related materials in CHAPTER or other publications, which may be published or distributed in various print or electronic media.

3. The Speaker warrants and represents that:

- 3.1 the Presentation, handouts, and related materials do not violate any proprietary or personal rights of others (including but not limited to any copyrights or personal rights);
- 3.2 The Presentation, handouts, and related materials are factually accurate and contain no matter that is libelous or otherwise unlawful content;
- 3.3 the Presentation, handouts, and related materials are Speaker’s own original work;
- 3.4 the Speaker is the sole owner of copyright;
- 3.5 the Speaker has obtained all necessary permissions from any persons or organizations whose materials are included with the handouts and related materials;
- 3.6 the Speaker has not previously in any manner disposed of any of the rights granted or previously granted any adverse rights;
- 3.7 there are no rights outstanding that would diminish, encumber, or impair the full enjoyment or exercise of this license granted to CHAPTER; and
- 3.8 the Speaker has full power and authority to grant this license and release.

4. The Speaker further authorizes CHAPTER to use the Speaker’s name, likeness, photograph, and biographical information in connection with the use and promotion of any aspect of the Presentation or related materials. It is understood that the Speaker will not receive any royalty or other monetary compensation from CHAPTER for the license and release and the subsequent use by CHAPTER. The Speaker understands that this Agreement does not prohibit the Speaker from using the materials in any future professional or personal work.

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5. The Speaker agrees to comply fully with all rules, regulations, policies and procedures of CHAPTER in connection with the preparation and delivery of the Presentation, including but not limited to required deadlines for submissions and disclosures of commercial interests or conflicts of interest.

6. Speaker shall defend, indemnify and hold harmless CHAPTER and its officers, directors, employees, agents, assignees and designees against all liability or loss sustained as a result of a claim by a third-party based upon or arising out of any act or failure to act of the Speaker or the alleged breach by Speaker of any representation, warranty or agreement herein. The warranties, representations and indemnities will survive the termination of this Agreement.

7. The terms and conditions of this Agreement constitute the full and complete agreement between CHAPTER and the Speaker related to the subject matter herein. No other verbal or written agreement shall, in any way vary or alter any provision of this Agreement unless both parties consent to vary or alter any provision of this Agreement in a signed writing.

8. Speaker agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of (INSERT CHAPTER’S STATE). If any portion of this Agreement is held invalid, Speaker agrees that the remainder shall nevertheless have full legal force and effect. Only the laws of the State of (INSERT CHAPTER’S STATE) govern each term of this Agreement, as well as each matter that arises from or is incident to this Agreement.

9. The Speaker understands that making a decision to permit CHAPTER to publish the Presentation on the internet may be considered prior publication and may jeopardize consideration of a subsequent manuscript submission by the Speaker (or co-presenters) to a peer-reviewed journal. *(Specific journal policies on prior publication vary; for that reason, Speaker should be mindful of this when consenting to permit internet publication of the Presentation).*

10. Speaker shall have the right to review the Recordings prior to the first such publication of the Recordings. To exercise this right, Speaker must inform CHAPTER prior to the Presentation that Speaker wishes to review the Recordings. Upon receipt of the Recordings, Speaker may propose to CHAPTER within ten (10) business days reasonable suggestions for the Recordings and CHAPTER shall in good faith consider and, in its sole discretion, accept or reject any such suggestions. Failure of Speaker to request prior to the Presentation, or propose suggestions to the Recordings within ten (10) business days upon receipt of the Recordings shall be deemed a waiver of Speaker’s rights to review and/or propose suggestions under this Agreement.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGNED THIS AGREEMENT AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT I OTHERWISE MAY HAVE, AND I ENTER INTO THIS AGREEMENT WITH A FULL UNDERSTANDING OF THE RISKS INVOLVED.

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ACCEPTED AND AGREED:

TITLE OR DESCRIPTION OF PRESENTATION: _____.

NAME OF SPEAKER: _____

DATE(S) OF PRESENTATION: _____

SPEAKER SIGNATURE: _____

DATE: _____

SAMPLE

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**AUTHOR AGREEMENT
BETWEEN
(INSERT CHAPTER NAME)
AND
(INSERT PARTY NAME)**

This Agreement is made effective this day of **(INSERT DATE)** by and between (INSERT CHAPTER NAME), a (INSERT CHAPTER STATE) nonprofit corporation (“**CHAPTER**”) and (INSERT AUTHOR NAME) (“**Author**”).

The parties agree as follows:

1. **Nature of the Agreement** CHAPTER is a tax-exempt organization under Section 501(c)(6) of the Internal Revenue Code, and consistent with its tax exempt purposes, publishes scientific, educational, literary, and professional works. The Author will develop content for CHAPTER’s **(INSERT THE PUBLICATION THE MATERIAL WILL BE PUBLISHED IN)** consisting of an original work entitled: **(INSERT NAME OF MATERIAL)** (hereinafter referred to as the “**Work**”) in accordance with the terms of this Agreement. The Author acknowledges that the Work is specifically ordered and commissioned by CHAPTER as a work-made-for-hire as defined by the United States Copyright Act of 1976 and is the exclusive property of CHAPTER unless otherwise specified. The services rendered by Author shall be provided as an independent contractor to CHAPTER and nothing in this Agreement creates or shall be deemed to create the relationship of partners, joint venturers, employer-employee, or principal-agent between the parties.
2. **Obligations of Author** The Author agrees to:
 - 2.1 provide content to CHAPTER under the guidance and direction of the Communications Director (“**Editor**”) for content in an CHAPTER Publication;
 - 2.2 submit a Word document of the Work that contains approximately **(INSERT APPROXIMATE NUMBER OF WORD)** words;
 - 2.3 procure and deliver to CHAPTER all written permissions to include in the Work any copyrighted material as well as any other material for which permission is necessary in connection with the Author’s warranties and representations contained herein;
 - 2.4 retain one (1) copy of the Work in electronic format and make all revisions as requested and in the form and style reasonably required by the Editor;
 - 2.5 provide updates to the Editor in a timely manner as to the progress of the Work so as not to delay development of the publication;
 - 2.6 submit to the Editor on or before **(INSERT DUE DATE)**, a Microsoft Word® document of the Work;
 - 2.7 not use, publish or furnish the Work to any other publisher or organization without CHAPTER’s prior written consent; and

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2.8 keep all Work content confidential until such time that the Work is published by CHAPTER or CHAPTER grants written permission to Author to release the content.

3. **Obligations of CHAPTER**

3.1 CHAPTER will pay Author the Fee as set forth in paragraph 7.1; and

3.2 Author recognizes that CHAPTER may publish the Work, in whole or in part. However, CHAPTER is under no obligation to publish the Work (or any part of the Work).

4. **Assignment of Rights** The Author assigns, grants, and licenses to CHAPTER all right, title, and interest, including copyright and all modes or means, in and to the Work. The Author retains no ownership rights whatsoever in the Work. The Author authorizes CHAPTER to edit or rename the Work at CHAPTER’s exclusive discretion, and to publish the Author’s name, and biographical information in connection with CHAPTER’s use and promotion of the Work, if CHAPTER chooses, in its sole discretion, to do so. The copyright notices and registrations of the Work will be in CHAPTER’s name, and CHAPTER will pay all expenses necessary for registering the copyright and recording its assignment. Author will execute any documents in connection with the copyright registration or assignment as CHAPTER may reasonably request. It is understood and accepted that the Author will receive no royalty or other compensation from CHAPTER for this assignment, grant, and license of the copyright for the Work to CHAPTER except as is set forth in paragraph seven (7) of this Agreement. The foregoing notwithstanding, CHAPTER may grant occasional permission for the Author to use the Work for independent purposes. Such approval must be evidenced by written authorization from the Editor, whether in electronic (email) or signed authorization (“**Approval**”). In the event of such an occurrence, the Approval shall be deemed effective, fully integrated, and made a part of this Agreement.

5. **Author’s Representations and Warranties** As a material inducement to CHAPTER to enter into this Agreement, Author represents and warrants that:

5.1 the Author has the full power and authority to enter into this Agreement;

5.2 except for material in the public domain and such excerpts from other works as may be included with the prior written permission of the copyright owner(s), the Work was created by the Author alone and that the Author has the exclusive right to make this assignment, grant, and license;

5.3 the Work is factually accurate and lawful and makes no libelous or unlawful statements;

5.4 the Work does not infringe or violate any copyright, contract, proprietary, privacy or personal rights of others (including, without limitation, protected health information);

5.5 the Author has not previously in any manner transferred, encumbered, or disposed of any of the rights granted to CHAPTER or granted any rights adverse or inconsistent with the grant of rights in this assignment;

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- 5.6 there are no rights outstanding that would diminish, encumber, or impair the full enjoyment or exercise of the rights granted to CHAPTER under this Agreement; and
- 5.7 the Author knows of no present or potential claim or demand for ownership or other rights to the Work.

6. **Indemnification**

- 6.1 The Author indemnifies and holds harmless CHAPTER and its officers, directors, employees, agents, and members from and against all damages resulting from threats to action, filed actions, proceedings, claims, demands, costs, expenses, or attorneys’ fees which may be brought or made arising in any way in connection with the Author’s assignment, grant, and license to the Work or any breach of the representations and warranties set forth herein. The Author understands and agrees that, notwithstanding the Author’s indemnification obligations herein, CHAPTER will have the right, at its election, but not the responsibility, to control the defense of any such suit or claim.
- 6.2 CHAPTER indemnifies and holds harmless the Author against all damages resulting from threats to action, filed actions, proceedings, claims, demands, costs, expenses, or attorneys’ fees which may be brought or made relating to editorial changes made by CHAPTER to the content or issues relating to the marketing, selling, or distribution of the Work.

7. **Compensation**

- 7.1 As total compensation to the Author for all of the Author’s obligations under this Agreement, CHAPTER will pay to the Author a fee of \$ (**INSERT \$ AMOUNT OF PAYMENT**) for the Work (“**Fee**”). Such Fee is contingent upon delivery of the completed Work by the deadline established by the Editor.
- 7.2 all Fee(s) will be reported on IRS Form 1099-MISC for the year in which the Fee was paid.
- 7.3 Author shall be responsible for filing all necessary tax returns and remitting amounts due to the proper taxing authorities for any federal, state and local tax (including social security tax) owed by the Author with respect to the payments made by CHAPTER. Author agrees to indemnify and hold CHAPTER harmless from any taxes, penalties and interest assessed against CHAPTER resulting from the parties’ tax treatment of the Fee.

8. **Termination and Expiration**

- 8.1 This Agreement will terminate if:
 - 8.1.1 the Author fails to deliver the Work by the date specified or any extension as approved by the Editor in writing;
 - 8.1.2 the Author fails to fulfill responsibilities as required in this Agreement; and/or

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- 8.1.3 CHAPTER does not accept the Work as being in form and content acceptable for publication.
- 8.2 The Author will not be held responsible for development delays on the part of CHAPTER or the Editor.
- 8.3 This Agreement will expire on **(INSERT EXPIRATION/TERMINATION DATE)** unless earlier terminated by either party upon thirty (30) days written notice to the non-terminating party.

9. **Notice** All notices and other communications with respect to this Agreement must be in writing and either (a) hand delivered by the party giving such notice or by a recognized overnight delivery service which requires a written receipt of delivery with all charges paid by the sender; or (b) sent by certified or registered mail, return receipt requested, with all postage and charges prepaid by the sender.

If to CHAPTER: **(INSERT CHAPTER ADDRESS)**
(CITY, STATE & ZIP CODE)
ATTN: **(INSERT NAME TO WHOM NOTICES SHOULD BE SENT)**

If to Author: **(INSERT PARTY ADDRESS)**
(CITY, STATE & ZIP CODE)
ATTN: **(INSERT NAME TO WHOM NOTICES SHOULD BE SENT)**

10. **Miscellaneous** This Agreement is personal to Author and is not assignable or delegable, in whole or in part by Author. The foregoing notwithstanding, CHAPTER may assign this Agreement, in whole or in part, without limitation or restriction. This Agreement shall inure to the benefit of CHAPTER, its successors, assignees, licensees and grantees and its associated or affiliated entities and/or subsidiaries. The invalidity or partial invalidity of one or more provisions of this Agreement shall not invalidate any other provision of this Agreement. No waiver by either party or any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any subsequent time. Paragraphs 5, 6 and 7.3 shall survive termination of this Agreement. This Agreement is governed by, and will be enforced under and construed in accordance with, the laws of the State of **(INSERT CHAPTER’S State)** without giving effect to any conflict-of law provisions or rule (whether the State of **(INSERT CHAPTER’S State)** or any other jurisdiction) that would cause the application of the laws of any state or similar jurisdiction other than the State of **(INSERT CHAPTER’S State)**. Each party consents to the personal jurisdiction of the state and federal courts located **(INSERT CHAPTER’S County and State)** for any lawsuit filed, arising from or relating to this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior writings or oral agreements. This Agreement may be amended only by a written document that

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clearly sets forth the amendments and is signed by both parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or any other reliable electronic means (*for example: scanned page and sent via email*) shall be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this Agreement in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means shall in all respects be considered an original.

ACCEPTED AND AGREED:

AUTHOR:

SIGNATURE

DATE

PRINTED NAME

CHAPTER:

SIGNATURE

DATE

PRINTED NAME

Please provide Editor with a list of your titles and affiliations as you wish for them to be published.

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DISCLOSURE FORM

Box A: Disclosure Form required only if checked by CHAPTER

Please complete and return this signed document if **Box A** has been checked by CHAPTER.

Author’s Name: _____

Do you have any financial interest in any business or organization that may financially profit from the practice of emergency medicine (e.g. ownership or decision-making position in a contract management company, billing company, or physician placement company)?

Authors should disclose any commercial associations that might pose a conflict of interest in connection with the submitted article. All affiliations with or financial involvement in any organization or entity with a *direct* financial interest in the subject matter or materials of the research (e.g. employment, consultancies, stock ownership or other equity interest, patent-licensing arrangements) should be disclosed and explained in detail.

Please check the following:

Box B: I, (we), the undersigned declare that neither I nor any member of my immediate family knowingly has a financial arrangement and/or direct affiliation with any corporate organization that may be a direct interest in the subject matter of my submitted article.

Box C: I, (we), the undersigned (or an immediate family member), have a financial interest/arrangement or direct affiliation with a corporate organization that has a direct interest in the subject matter of my submitted article.

If you have checked **Box C**, please attach a list of all financial interests together with an explanation.

Author’s Signature

Date

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**AFFINITY AGREEMENT
BETWEEN
(CHAPTER NAME)
AND
(INSERT PARTY NAME)**

This Agreement is made effective (INSERT DATE) (the “*Effective Date*”) between (INSERT CHAPTER NAME) (“*CHAPTER*”), an IRS (INDICATE WHAT TYPE OF NON-PROFIT – i.e. 501(c)3, (c)4, (c)6, etc.), (INSERT STATE OF INCORPORATION) nonprofit corporation and (INSERT PARTY NAME) (“*Vendor*”), a (INSERT PARTY’S STATE OF INCORPORATION) business corporation.

CHAPTER is a membership organization representing the medical emergency field (“*Members*”) that desires to help serve its Members by arranging to have products and services of unique pertinence, quality, and value provided to its Members by the Vendor with CHAPTER’s sponsorship.

Vendor is a provider of products and services that are tailored to meet the needs of Members and can effectively and successfully be marketed and promoted by the Vendor to Members and CHAPTER wishes to make available the Vendor’s services and products as a membership benefit to all of its Members.

The parties agree as follows:

1. **The Program**
 - 1.1 **Defined** The Vendor will offer the products and services to CHAPTER’s Members as set forth in Exhibit “A”, the “*Program*”.
 - 1.2 **Responsibility of the Vendor for the Program** The Vendor is responsible for all development, marketing, promotion, management, production, operation, installation, security, quality, safety, customer service, and other service in connection with the Program and for the costs associated with those responsibilities. The Vendor will include a disclaimer of CHAPTER liability related to the Program in all Program materials, including Program related contracts with CHAPTER’s Members and others; the disclaimer will be in a form acceptable to CHAPTER. CHAPTER will have the right to review and approve in advance all marketing materials for the Program that the Vendor intends to provide to CHAPTER’s members.
 - 1.3 **Promotion by CHAPTER** CHAPTER will, communicate information to its Members in connection with the Program and CHAPTER sponsorship of the Program to CHAPTER’s Members.
2. **License of Intellectual Property** CHAPTER grants a limited, nonexclusive license to the Vendor for use of CHAPTER’s name, acronym, logo, and marks in connection with Vendor’s

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marketing efforts and promotion of the Program. CHAPTER will recognize the Vendor as a provider of the products and services in the Program, and the Vendor may market and promote the Program as “CHAPTER Sponsored”. However, CHAPTER does not formally endorse, certify, guarantee, or warrant the products or services in the Program or any aspect of the Program, the Vendor, or the services of the Vendor’s employees, agents, subcontractors, or vendors. CHAPTER also grants a limited, nonexclusive license to the Vendor for use of certain Member lists in connection with the Vendor’s marketing and promotion of the Program, which represent valuable intangible property of CHAPTER. In addition, CHAPTER grants a limited, nonexclusive license to Vendor for use of certain CHAPTER content (i.e. copyrighted material, including materials for education and advocacy), that the Vendor may include in Program marketing and promotional materials. Together, CHAPTER’s name, logo, acronym, trademarks, service marks, Member list and other CHAPTER branded features, are referred to as “CHAPTER Intellectual Property”. Vendor shall not represent in any manner that it owns any right, title or interest in or to CHAPTER Intellectual Property. Vendor acknowledges that its use of CHAPTER Intellectual Property shall inure to the benefit of CHAPTER and shall not create in Vendor’s favor any right, title or interest in the CHAPTER Intellectual Property.

2.1 In order to protect the goodwill of CHAPTER, Vendor agrees that CHAPTER retains the right to review and approve all uses of CHAPTER’s Intellectual Property including all marketing and promotional materials developed and produced by Vendor in conjunction with the Program, provided; however, that CHAPTER will not unreasonably withhold such approval.

2.2 The Vendor agrees that its usage of CHAPTER’s Intellectual Property will be restricted to the marketing and promotion of the Program to bona fide Members of CHAPTER, and that the exploitation of this right of usage will be consistent with the need to protect the name and goodwill of CHAPTER.

2.3 Upon the expiration or termination of this Agreement, the Vendor will cease all use of CHAPTER’s Intellectual Property, including distribution of any advertisements, documents, or other materials bearing or containing CHAPTER’s Intellectual Property, as of the effective date or the expiration or termination, unless written approval for limited continued distribution for the sole purpose of exhaustion of inventories is provided in writing by CHAPTER.

3. **Best Efforts** CHAPTER and Vendor agree to use their best efforts to cooperate in the performance of this Agreement so that its purposes may be successfully carried out. Vendor will perform all of its Program-related services and related obligations under this Agreement in a professional, timely, competent, and high quality manner in accordance with all applicable laws and requirements, and in accordance with standards of performance mutually agreed upon by the parties.

4. **Royalty Reports & Payments**

4.1 Vendor will pay to CHAPTER royalties as set forth in Attachment “A” (“Royalties”).

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- 4.2 These Royalties will be payment solely for the use by the Vendor of CHAPTER’s Intellectual Property and will in no way be considered compensation or reimbursement for services rendered, or activities undertaken, by CHAPTER on behalf of the Program or the Vendor.
- 4.3 Vendor will be responsible for all billing, customer service, and collection in connection with the Program. All Royalties under this Agreement will be paid to CHAPTER during the Term (as hereinafter defined) and any renewal term of this Agreement on a quarterly basis, to reflect all revenues received by Vendor during the preceding quarter. Vendor agrees to keep accurate written records sufficient to show Vendor’s performance of all its obligations under this Agreement in accordance with generally accepted accounting practices.
- 4.4 Vendor agrees to prepare written reports with respect to any Royalties payable to CHAPTER as provided in this section. Such written reports shall include an accounting of all payments received during the preceding quarter and upon which Royalties are payable hereunder. Said reports shall accompany full payment for the Royalties due for the reporting quarter. Vendor also agrees to make a written report to CHAPTER within forty-five (45) days after any expiration or termination of this Agreement, stating in such report an accounting of all membership subscriptions upon which Royalties are payable hereunder, but which have not been previously reported or paid to CHAPTER.
- 4.5 CHAPTER or its duly authorized representatives shall have the right, no more than One (1) time in any given calendar quarter, to inspect or audit the books and records of Vendor to determine the adequacy of the Vendor’s compliance with its obligations under this Agreement, at any time during normal business hours and upon reasonable advance notice. If any such audit reveals that Vendor has underpaid CHAPTER by more than fifty (50%) or greater; Vendor shall pay forthwith to CHAPTER its reasonable out of pocket expenses incurred to conduct the audit. In the event discrepancies are not found, then CHAPTER shall pay its own audit expense.
5. Agency CHAPTER and Vendor agree that this Agreement is not intended to create any partnership, joint venture or agency relationship of any kind; both agree not to contract any obligations in the name of the other, not to use each other’s credit in conducting any activities under this Agreement, and not to represent that CHAPTER is in the business of providing or marketing the products or services in the Program provided by Vendor.
6. Confidential Information In the event CHAPTER or Vendor comes into possession of trade secret or confidential information of the other in connection with this Agreement, each will avoid disclosure of that trade secret or confidential information using the equivalent methods and means that each would use to protect its own trade secret or confidential information. The parties will use their best efforts to avoid disclosure of confidential information by officers, directors, employees, volunteers, agents, or consultants without the

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written approval of the party that owns the trade secret or confidential information. This provision will survive any cancellation or expiration of this Agreement.

7. **Confidentiality** Neither party, nor its employees or agents, will disclose the terms of this Agreement or any confidential or proprietary information of the other party, including, but not limited to, confidential or proprietary information obtained by CHAPTER in the course of any audit or inspection of Vendor in connection with this Agreement, to any third party without the written consent of the other party, except as otherwise required by law or to pursue legal remedies.

8. **Limitation of Liability, Indemnification & Insurance**

8.1 Each party (each, in such capacity, the “**Indemnifying Party**”) shall indemnify the other party, its affiliates and their respective officers, directors, employees and agents (each, in such capacity, an “**Indemnified Party**” and, collectively, the “**Indemnified Parties**”), from and against any third party claims, actions or demands including, without limitation, reasonable legal and accounting fees, arising or resulting from: (a) infringement or alleged infringement of any patent, copyright, trade secret or other proprietary right of any third party, arising out of or relating to, (i) in the case of Company, the delivery of the Program and (ii) in the case of CHAPTER, the provision of any material to Company in the furtherance of the Program; and (b) in the case of Company gross negligence or willful misconduct arising out of or relating to the delivery of the Program. The Indemnifying Party’s obligations hereunder will only apply if the Indemnified Party notifies the Indemnifying Party promptly in writing as to any such claim, action, or demand. The Indemnified Party will have the right, at its election, to employ its own legal counsel, at its expense, without waiving the Indemnifying Party’s obligations to indemnify or defend. In such case, the Indemnifying Party shall not settle or compromise any claim or consent to the entry of any judgment without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld) and without an unconditional release of all liability by each claimant or plaintiff to the Indemnified Party.

8.2 Vendor will include the following CHAPTER indemnification language in all contracts with any agents, subcontractors, or vendors providing products, services or support for the Program, entered into after the Effective Date: “[Agent], its officers, directors, and employees will indemnify and hold harmless American College of Emergency Physicians, its officers, directors, members, and their respective agents and employees, from any and all claims, demands, suits, costs, expenses (including reasonable attorneys’ fees) of whatever nature and description arising out of the actions or omissions of Vendor in connection with the Program.”

8.3 Vendor shall procure and maintain during the Term, naming CHAPTER as an additional insured, Commercial General Liability coverage written on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence

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and \$2,000,000 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage, Workmen’s Compensation, and Employer’s Liability Coverage. Vendor shall provide CHAPTER with proof of such insurance upon request. Vendor shall notify CHAPTER within fifteen (15) days prior to the cancellation, non-renewal or material change in such insurance. If Vendor does not obtain replacement insurance providing comparable coverage within such fifteen (15) day period, CHAPTER shall have the right to terminate this Agreement effective at the end of such fifteen (15) day period without notice or any additional waiting periods.

9. **Term of Agreement, Renewal & Termination**

9.1 This Agreement commences on the Effective Date and will continue in full force and effect for an initial term of **(INSERT LENGTH OF CONTRACT, EX: 18 MONTHS, 1 YEAR, ETC.)** unless terminated earlier as provided in this Agreement (the “**Term**”). Unless terminated or notice of nonrenewal is provided within thirty (30) days of the end of the respective term or renewal period, this Agreement will automatically continue in full force and effect for additional twelve (12) month periods (“**Renewal Term**”).

9.2 Either party may terminate this Agreement for material breach upon thirty (30) days’ prior written notice. A breach of this Agreement by Vendor will include, but not be limited to, (1) any significant or repeated complaint(s) about the quality, utility, efficacy of products or services in the Program received by or known to CHAPTER; (2) misuse of CHAPTER’s Intellectual Property and Confidential Information by Vendor or any of its employees, agents, subcontractors, or vendors; (3) material changes in the Program or related services not approved in advance by CHAPTER in writing; or (4) bankruptcy of Vendor or an assignment for the benefit of creditors.

9.3 Either party may terminate this Agreement at any time provided the canceling party provides the other thirty (30) days written notice of its intent to terminate. The foregoing notwithstanding, in event of early termination, Vendor agrees to continue providing services to subscribing Members of record and will not accept applications from any other Members following notice of termination.

9.4 Upon the termination or non-renewal of this Agreement for any reason, all accrued and unpaid royalty amounts under this Agreement will become immediately due and payable by Vendor to CHAPTER. Without limitation to the foregoing, Vendor will continue to pay CHAPTER Royalties as set forth in paragraph 4 hereof.

10. **Assignment** Neither party may assign this Agreement in whole or in part, by operation of law, merger, asset or stock sale or transfer, or otherwise without the prior written consent of the non-assigning party, except (i) in connection with a merger, consolidation, reorganization or sale of all or substantially all assets of the assigning party, or (ii) to a party controlling, controlled

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by or under common control with the assigning party (each a “Permitted Assignment”). Except as permitted by the foregoing, any attempted assignment or delegation shall be null, void and of no effect.

11. **Governing Law and Consent to Personal Jurisdiction** This Agreement is governed by, and will be enforced under and construed in accordance with the laws of the State of (INSERT CHAPTER’S STATE OF INCORPORATION OR OTHER STATE AS AGREED BY THE PARTIES), without giving effect to any conflict-of-law provisions or rule (whether of the State of (INSERT STATE) or any other jurisdiction) that would cause the application of the laws of any state or similar jurisdiction other than the State of (INSERT STATE). Each Party hereby consents to the personal jurisdiction of the federal, state, and district courts located in (INSERT COUNTY NAME IN WHICH THE PARTIES AGREE TO PERSONAL JURISDICTION) County, (INSERT STATE) for any lawsuit filed, arising from or relating to this Agreement or any arbitration under this Agreement.

12. **Dispute Resolution** Any claim or dispute that arises out of this Agreement shall be resolved by arbitration by a single arbitrator engaged in the practice of law, in accordance with the applicable rules of the American Arbitration Association and any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees and will share equally in the fees and expenses of the arbitrator. The validity of claims shall be determined under federal law.

13. **Force Majeure** Neither the Vendor nor CHAPTER shall be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Such acts shall include, but not be limited to, acts of God, civil or military authority, acts or threats of terrorism, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, government regulation or advisory (including governmental advisories, quarantines, curfews, epidemics, and pandemics) or any other events beyond the Vendor's or CHAPTER's reasonable control making it illegal, impossible or commercially impracticable to fulfill its obligations under the terms of this Agreement.

14. **Severability and Reformation** The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. If, however, any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

15. **Non-Exclusive Relationship** CHAPTER retains the right to cause services or work of the same or a similar nature as the services to be rendered by Vendor hereunder to be performed by CHAPTER’S personnel or other persons during the term of this Agreement.

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16. **Representations of Vendor** As a material inducement for CHAPTER to enter into this Agreement, Vendor represents and warrants that:

- 16.1 Vendor and any Vendor employees or agents are professionally trained and duly qualified and have the experience and expertise to perform the Program and such Program shall be performed in a commercially reasonable manner in accordance with the standards generally prevailing in the industry;
- 16.2 Vendor has sufficient time to dedicate to the provision of Program to ensure Program is completed within any timeframes or deadlines set forth in this Agreement, including any Attachments appended hereto;
- 16.3 Vendor and any Vendor employees or agents shall perform the Program in compliance with all applicable federal and state laws, statutes, rules, regulations and orders;
- 16.4 The execution, delivery and performance of this Agreement by Vendor does not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Vendor is a party or by which Vendor is bound;
- 16.5 Vendor’s Program does not infringe or violate any copyright, contract, proprietary, privacy or personal right of others (including, without limitation, protected health information);
- 16.6 Vendor is not a party to or bound by any employment agreement, non-compete agreement or confidentiality agreement with any other person or entity involved in or related to the business of CHAPTER;
- 16.7 Vendor will not use confidential information or trade secrets of any third-party in connection with the performance of Vendor’s duties hereunder;
- 16.8 this Agreement constitutes the valid and binding obligation of Vendor, enforceable against Vendor in accordance with its terms; and
- 16.9 Vendor will not act in a manner that will detrimentally affect the operations, prospects, or reputation of CHAPTER.

17. **Remedies** In the event of a breach of this Agreement, the non-breaching party, shall be entitled to all appropriate legal relief including, but not limited to, (i) an injunction to enforce this Agreement or prevent conduct in violation of this Agreement; (ii) damages incurred by the non-breaching party as a result of breach; and (iii) attorneys’ fees and costs incurred by the non-breaching party in enforcing the terms of this Agreement.

18. **No Waiver** The failure of either party to insist upon strict performance of any obligation hereunder by the other party, irrespective of the length of time for which such failure continues, shall not be a waiver of its right to demand strict compliance in the future. No consent or waiver, expressed or implied, by either party to or of any breach or default in the performance of any obligation hereunder by the other party shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

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19. **Notices** All notices and their communications with respect to this Agreement must be in writing and either (a) hand delivered by the party giving such notice or by a recognized overnight delivery service which requires a written receipt of delivery with all charges paid by the sender; or (b) sent by certified or registered mail, return receipt requested, with all postage and charges prepaid by the sender.

If to CHAPTER: (INSERT CHAPTER ADDRESS)

(CITY, STATE & ZIP CODE)

ATTN: (INSERT NAME TO WHOM NOTICES SHOULD BE SENT)

If to Vendor: (INSERT PARTY ADDRESS)

(CITY, STATE & ZIP CODE)

ATTN: (INSERT NAME TO WHOM NOTICES SHOULD BE SENT)

20. **Counterparts** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or any other reliable means (*for example scanned and sent via email*) shall be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this Agreement in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means shall in all respects be considered an original.

21. **Survival** Paragraphs 2, 5, 6, 7, 8, 9.4, 11, 12, and 16 shall survive termination of this Agreement for any reason.

22. **Entire Agreement** Except as otherwise contemplated hereby, this Agreement and the exhibits attached hereto constitute the entire agreement between the parties with regard to the subject matter herein, and supersedes all prior or contemporaneous oral or written agreements, conditions, representations, and/or understandings, between the Parties.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

(CHAPTER NAME)

By: _____

Printed Name: _____

Its: _____

Date: _____

Vendor

By: _____

Printed Name: _____

Its: _____

Date: _____

SAMPLE

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EXHIBIT “A”
“PROGRAM”

INSERT DESCRIPTION OF THE PROGRAM/DELIVERABLES INCLUDING AMOUNT OF ROYALTIES THAT CHAPTER WILL RECEIVE.

THIS EXHIBIT SHOULD INCLUDE ALL DETAILS OF THE TRANSACTION

SAMPLE

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**CORPORATE CONSULTING AGREEMENT
(INSERT CHAPTER NAME)
AND
INSERT CONSULTANT NAME**

This Corporate Consulting Agreement (“Agreement”) is made effective (INSERT DATE) (“Effective Date”), by and between the (INSERT CHAPTER NAME) (“CHAPTER”), (INDICATE WHAT TYPE OF NON-PROFIT – i.e. 501(c)3, (c)4, (c)6, etc.), (INSERT STATE OF INCORPORATION) nonprofit corporation and (INSERT Company NAME) (“Consultant”), a (INSERT PARTY’S STATE OF INCORPORATION) business corporation.

The parties agree as follows:

- Services** As of the Effective Date, CHAPTER shall retain Consultant and Consultant shall provide CHAPTER with certain consulting services (hereinafter described as the “Consulting Services”), such services shall include, without limitation, those services as set forth in Attachment “A” – “Services and Deliverables”. The Consulting Services rendered by Consultant shall be completed as accurately and reasonably as possible within the time schedule set forth and consistent with the quality standards provided in Attachment “A”. The nature of the Consulting Services may be modified by CHAPTER in writing at any time, with the written agreement of Consultant.
- Term** This Agreement shall remain in effect from the Effective Date until
 Click here to enter a date, or
 Consultant has successfully completed the Consulting Services and CHAPTER has paid the required Fee to Consultant,
(the “Term”), unless extended or terminated earlier by one or both of the parties.
- Independent Contractor** The Parties agree and acknowledge that Consultant is an independent contractor. Nothing herein shall be construed to create any partnership, joint venture or agency relationship of any kind between the parties. Consultant’s directors, officers, employees, and other representatives shall have no authority to enter into any agreements or contracts on behalf of CHAPTER, or to bind CHAPTER in any way, and they shall not represent, either explicitly or implicitly, that they possess any such authority. Consultant’s directors, officers, employees, and other representatives are not, nor shall they be deemed to be, for any purpose, employees or agent of CHAPTER.
- Control** Consultant shall have the right to control and direct the means, manner and method by which the Consulting Services are performed. This right of control includes, but is not limited to, the selection and supervision of any employees retained by Consultant to assist in the provision of Consulting Services to CHAPTER. “Consultant”, as used in this Agreement,

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shall mean the corporation (or other business entity) and all directors, officers, employees and other representatives thereof.

5. **Insurance and Employees**

5.1 CHAPTER shall not provide insurance coverage of any kind for Consultant or name Consultant as an additional insured on any of its insurance policies.

5.2 The Consultant shall maintain liability insurance to cover errors or omissions including those that could occur in the course of undertaking the Consulting Services as contemplated hereunder.

6. **Compensation**

6.1 CHAPTER shall not be responsible to Consultant, its directors, officers, employees or other representatives, or to any governmental authority, for the payment or withholding of any federal, state or local income, unemployment or other employment-related taxes in connection with the performance of the Consulting Services. It is understood that CHAPTER shall not withhold from Consultant’s compensation any amount that would normally be withheld from an employee’s pay and Consultant warrants and agrees to pay all federal, state and local taxes incurred and chargeable to it in connection with the performance of the Consulting Services. Consultant agrees to indemnify and hold CHAPTER harmless from any taxes, penalties, and interest assessed against CHAPTER resulting from the parties’ tax treatment of the compensation

6.2 CHAPTER will pay the Consultant for the Consulting Services rendered in the amounts provided in Attachment “A” (the “***Fee***”). The Consultant will issue invoice(s) to CHAPTER upon completion of the Consulting Services or as otherwise set forth in Attachment “A”. Invoice(s) will specifically detail those portions of the Consulting Services that have been performed such that payment is due and will detail all out-of-pocket expenditures of the Consultant for which reimbursement is sought from CHAPTER with no markup beyond Consultant’s own costs. Consultant shall furnish all equipment, materials and labor used to perform the Consulting Services and is responsible for payment of all ordinary and necessary expenses arising from performance of the Consulting Services.

6.3 The Consultant:

(*Not valid unless checked by CHAPTER*)

- Will not** be reimbursed for Expenses; or
- Will be** reimbursed for ordinary and necessary business expenses including travel, lodging, transportation and communication costs (e.g. telephone and fax) reasonably incurred by Consultant in connection with the provisions of the Consulting Services as set forth in Attachment “B” – “**CHAPTER’s Reimbursable Expense Guidelines**”.

6.4 CHAPTER shall, upon the submission by Consultant of appropriate written substantiation as set forth in Attachment “B” - “**CHAPTER’s Reimbursable**

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Expense Guidelines”, reimburse Consultant for ordinary and necessary business expenses, including travel, lodging, transportation and communication costs (e.g. telephone and fax) reasonably incurred by Consultant in connection with the provision of the Consulting Services.

7. **Ownership of Work** Consultant acknowledges that any work prepared by Consultant under this Agreement shall be considered “work-made-for-hire” as defined in the United States Copyright Act (17 U.S.C. § 101), and shall remain the exclusive property of CHAPTER unless otherwise specified. To the extent such Work may not be deemed “work for hire” under applicable law, Consultant assigns, grants, and licenses to CHAPTER all right, title, and interest, including copyright and including all modes or means, in and to the Work; the Consultant retains no ownership rights whatsoever in the Work except as specifically described in this Agreement. “Work” shall include, but not be limited to, all material and information created by Consultant in the course of or as a result of Consultant’s engagement with notes, drawings, memoranda, correspondence, documents, records, notebooks, flowcharts, computer programs and source and object codes regardless of the medium in which they are fixed. It is understood and accepted that the Consultant will receive no royalty or other compensation from CHAPTER for this assignment, grant, and license of the copyright except as is set forth herein. The copyright notices and registrations for the Work will be in CHAPTER’s name; and CHAPTER will pay all expenses necessary for registering the copyright and recording its assignment. Consultant will execute any documents in connection with the copyright registration or assignment as CHAPTER may reasonably request. For the avoidance of doubt, this provision does not apply to any of Consultant’s conceptions, ideas, inventions, discoveries, improvements, formulas and formulations, products and other property and work product that results from, arises out of, or relates to any consulting services performed by Consultant to or for any persons or entities other than CHAPTER.

8. **Limited License** CHAPTER’s logo, slogans, service marks, trademarks, copyrights, and other Intellectual Property, whether registered or unregistered, are the property of CHAPTER, but may be used by Consultant in strict accordance with the terms and conditions set forth below:

- 8.1 The Intellectual Property is the sole and exclusive property of CHAPTER. The Intellectual Property may be used by Consultant if and only if such use is made strictly pursuant to the terms and conditions of this limited and revocable license. Any failure by Consultant to comply with the terms and conditions contained herein may result in the immediate revocation of this license. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by CHAPTER in its sole discretion.
- 8.2 The Intellectual Property may be used by Consultant solely in furtherance of the obligations of Consultant hereunder; provided, however, that the Intellectual Property may not be used in any manner that, in the sole discretion of CHAPTER: discredits CHAPTER or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other

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public policy; or mischaracterizes the relationship between CHAPTER and Consultant, including but not limited to any use of Intellectual Property that might be reasonably construed as an endorsement, approval, sponsorship, or certification by CHAPTER of Consultant’s services, or that might be reasonably construed as support or encouragement by CHAPTER to purchase or utilize Consultant’s services.

8.3 Use of the Intellectual Property shall create no rights for Consultant in or to the Intellectual Property beyond the terms and conditions of this limited and revocable license. CHAPTER shall have the right, from time to time, to request samples of use of the Intellectual Property by Consultant from which it may determine compliance with these terms and conditions. Without further notice, CHAPTER reserves the right to prohibit use of the Intellectual Property if it determines, in its sole discretion, that Consultant’s usage thereof, whether willful or negligent, is not in strict accordance with the terms and conditions of this license or otherwise would discredit CHAPTER or tarnish its reputation and goodwill. Upon the termination or expiration of this Agreement, all rights of Consultant to use the Intellectual Property shall immediately terminate.

9. **Reporting** During the Term of this Agreement, Consultant shall report in writing to CHAPTER with whatever frequency and regarding whatever subject matter CHAPTER shall hereinafter require of Consultant in order for CHAPTER to stay apprised of Consultant’s activities under this Agreement

10. **Conflict of Interest** Consultant represents and warrants that it has no business, professional, personal or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises during the Term of this Agreement, Consultant shall immediately inform CHAPTER in writing of such conflict. If, in the reasonable judgment of CHAPTER, such conflict poses a material conflict to and with the performance of Consultant’s obligations under this Agreement, then CHAPTER may terminate the Agreement immediately upon written notice to Consultant; such termination of the Agreement shall be effective upon the receipt of such notice by Consultant. Nothing herein shall preclude Consultant’s directors, officers, employees, or other representatives from engaging in other business activities, so long as such other activities do not violate or are not inconsistent with the terms and conditions of this Agreement, or do not otherwise pose a conflict of interest with Consultant’s obligations under this Agreement.

11. **Indemnification** Each party (each, in such capacity, the “**Indemnifying Party**”) shall indemnify the other party, its affiliates and their respective officers, directors, employees and agents (each, in such capacity, an “**Indemnified Party**” and, collectively, the “**Indemnified Parties**”), from and against any third party claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (a) infringement or alleged infringement of any patent, copyright, trade secret or other proprietary right of any

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third party, arising out of or relating to, (i) in the case of Consultant, the delivery of the Consulting Services and (ii) in the case of CHAPTER, the provision of any material to Consultant in the furtherance of the Consulting Services; and (b) in the case of Consultant gross negligence or willful misconduct arising out of or relating to the delivery of the Consulting Services. The Indemnifying Party’s obligations hereunder will only apply if the Indemnified Party notifies the Indemnifying Party promptly in writing as to any such claim, action, or demand. The Indemnified Party will have the right, at its election, to employ its own legal counsel, at its expense, without waiving the Indemnifying Party’s obligations to indemnify or defend. In such case, the Indemnifying Party shall not settle or compromise any claim or consent to the entry of any judgment without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld) and without an unconditional release of all liability by each claimant or plaintiff to the Indemnified Party.

12. **Termination and Expiration**

12.1 Either party may terminate this Agreement with or without cause (i) by the written agreement of both parties, or (ii) with thirty (30) days written notice to the other party of a material breach of the obligations of the other party, which breach has not been cured to the reasonable satisfaction of the party giving notice of termination within that thirty (30) day period.

12.2 Upon expiration or termination of this Agreement, the performance of any and all Consulting Services shall stop. CHAPTER’s obligation to pay the Fees and reimburse expenses (if any) described in Paragraph 6 herein shall cease, effective as of the date of termination; provided, however, that CHAPTER shall remain obligated to pay such Fees and/or reimburse such expenses as have already been properly incurred prior to the date of termination. The foregoing notwithstanding, this Agreement shall terminate automatically on the occurrence of the following events: (1) bankruptcy or insolvency of either party; or (2) death or total incapacity of the Consultant.

12.3 Upon expiration or termination of this Agreement, each party will promptly return to the other party all of the other party’s data, lists, labels, records, confidential information, parts or materials of whatever nature or kind, and regardless of format or medium, including any copies. The Consultant will also provide to CHAPTER all incomplete work or work in progress that was intended to be delivered as part of the Consulting Services.

13. **Confidentiality**

13.1 During the Term of this Agreement and thereafter, each party shall use and reproduce the other party’s Confidential Information (as defined below) only for purposes of this Agreement and only to the extent necessary for such purposes. Each party shall restrict disclosure of the other party’s Confidential Information to its officers, directors, employees, contractors, and other agents with a reasonable need to know such Confidential Information, and shall not disclose

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the other party’s Confidential Information to any third party without the prior written consent of the other party.

13.2 Notwithstanding the foregoing, it shall not constitute a breach of this Agreement for either party to disclose the other party’s Confidential Information if required to do so under law or in judicial or other governmental investigations or proceedings, provided the other party has been given prior written notice and provided the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure.

13.3 As used in this Agreement, the term “Confidential Information” refers to (i) the terms and conditions of this Agreement; (ii) each party’s trade secrets, organizational and/or operational plans, strategies, methods, and/or practices; and (iii) any other information relating to either party or its business or organization that is not generally known to the public, including, but not limited to, information about either party’s employees, contractors, agents, products, services, members, customers, marketing strategies, or future plans. Notwithstanding the foregoing, Confidential Information does not include: (i) information that is in the public domain as of the Effective Date or that subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (ii) information that is known to either party without restriction, prior to receipt from the other party, from its own independent sources as evidenced by such party’s written records, and which was not acquired, directly or indirectly, from the other party; (iii) information that either party receives from any third party that is reasonably known by the receiving party to have a legal right to transmit such information and to not keep such information confidential; and (iv) information independently developed by either party’s employees or agents, provided that such party can demonstrate that such employees or agents had no access to the Confidential Information.

14. **Assignment** This Agreement is not assignable or delegable, in whole or in part, by Consultant. The foregoing notwithstanding, CHAPTER may assign this Agreement in whole or in part, without limitation or restriction upon thirty (30) days written notice to Consultant. This Agreement will inure to the benefit of CHAPTER, its successors, assignees, licensees and grantees and affiliated entities and/or subsidiaries of CHAPTER as the case may be.

15. **No Third Party Benefit** This Agreement is intended to benefit only the parties hereto; otherwise no other person or entity other than CHAPTER’s successors in interest and assigns has or shall acquire any rights hereunder.

16. **Governing Law and Consent to Personal Jurisdiction** This Agreement is governed by, and will be enforced under and construed in accordance with the laws of the State of (INSERT CHAPTER’S STATE OF INCORPORATION OR OTHER STATE AS AGREED BY THE PARTIES), without giving effect to any conflict-of-law provisions or rule (whether of the State of (INSERT STATE) or

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any other jurisdiction) that would cause the application of the laws of any state or similar jurisdiction other than the State of **(INSERT STATE)**. Each Party hereby consents to the personal jurisdiction of the federal, state, and district courts located in **(INSERT COUNTY NAME IN WHICH THE PARTIES AGREE TO PERSONAL JURISDICTION)** County, **(INSERT STATE)** for any lawsuit filed, arising from or relating to this Agreement or any arbitration under this Agreement.

17. **Dispute Resolution** In the event any claim or dispute of any kind or nature whatsoever arises out of this Agreement, then any dispute shall be resolved by arbitration by a single arbitrator engaged in the practice of law, in accordance with the applicable rules of the American Arbitration Association and any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees and shall share equally in the fees and expenses of the arbitrator. The validity of claims shall be determined under federal law.

18. **Attorneys’ Fees** If any action for injunctive declaratory or other equitable relief is brought to enforce the above stated agreement to arbitrate or to enforce the restrictive covenants of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, which may be set by the arbitrator in the same action or in a separate action brought for that purpose, in addition to any relief to which the party may be entitled.

19. **Force Majeure** Either party’s delay in, or failure of, performance under this Agreement will be excused where such delay is caused by an act of God, nature, terrorism, fire, or other catastrophe; electrical, computer, or mechanical failure; work stoppage; or any other cause beyond the party’s control.

20. **Severability and Reformation** The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. If, however, any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision.

21. **Consultant’s Representations and Warranties** As a material inducement for CHAPTER to enter into this Agreement, Consultant represents and warrants that:

21.1 Consultant and any Consultant employees or agents are professionally trained and duly qualified and have the experience and expertise to perform the Consulting Services and such Consulting Services shall be performed in a commercially reasonable manner in accordance with the standards generally prevailing in the industry;

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- 21.2 Consultant has sufficient time to dedicate to the provision of Consulting Services to ensure Consulting Services are completed within any timeframes or deadlines set forth in this Agreement, including any Attachments appended hereto;
- 21.3 Consultant and any Consultant employees or agents shall perform all Consulting Services in compliance with all applicable federal and state laws, statutes, rules, regulations and orders;
- 21.4 the execution, delivery and performance of this Agreement by Consultant does not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Consultant is a party or by which Consultant is bound;
- 21.5 Consultant’s Services do not infringe or violate any copyright, contract, proprietary, privacy or personal right of others (including without limitation, protected health information);
- 21.6 Consultant is not a party to or bound by any employment agreement, non-compete agreement or confidentiality agreement with any other person or entity involved in or related to the business of CHAPTER;
- 21.7 Consultant will not use confidential information or trade secrets of any third-party in connection with the performance of Consultant’s duties hereunder;
- 21.8 this Agreement constitutes the valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms; and
- 21.9 Consultant will not act in a manner that will detrimentally affect the operations, prospects, or reputation of CHAPTER.

22. **Remedies** In the event of a breach of this Agreement by Consultant, CHAPTER shall be entitled to all appropriate legal relief, including but not limited to, (i) an injunction to enforce this Agreement or prevent conduct in violation of this Agreement; (ii) damages incurred by CHAPTER as a result of breach; and (iii) attorneys’ fees and costs incurred by CHAPTER in enforcing the terms of this Agreement.

23. **No Waiver** The failure of either party to insist upon strict performance of any obligation hereunder by the other party, irrespective of the length of time for which such failure continues, shall not be a waiver of its right to demand strict compliance in the future. No consent or waiver, express or implied, by either party to or of any breach or default in the performance of any obligation hereunder by the other party shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

24. **Notices** All notices and other communications with respect to this Agreement must be in writing and either (a) hand delivered by the party giving such notice or by a recognized overnight delivery service which requires a written receipt of delivery with all charges paid by the sender; or (b) sent by certified or registered mail, return receipt requested, with all postage and charges prepaid by the sender.

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If to CHAPTER: **(INSERT CHAPTER ADDRESS)**

(CITY, STATE & ZIP CODE)

ATTN: **(INSERT NAME TO WHOM NOTICES SHOULD BE SENT)**

If to Vendor: **(INSERT PARTY ADDRESS)**

(CITY, STATE & ZIP CODE)

ATTN: **(INSERT NAME TO WHOM NOTICES SHOULD BE SENT)**

25. **Counterparts** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or any other reliable electronic means (*for example: scanned and sent via email*) shall be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this Agreement in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means shall in all respects be considered an original.

26. **Survival** Paragraphs 3, 5, 6.2, 7, 11, 13 and 21 shall survive termination of this Agreement for any reason.

27. **Consultant Acknowledgement** The Consultant affirms and attests by signing this Agreement that Consultant has read this Agreement before signing it and fully understands its purposes, terms, and provisions, which Consultant hereby expressly acknowledges to be reasonable in all respects. Consultant further acknowledges receipt of one (1) copy of this Agreement.

28. **Entire Agreement** Except as otherwise contemplated hereby, this Agreement and its Attachments constitute the entire agreement between the parties with regard to the subject matter herein, and supersedes all prior or contemporaneous oral or written agreements, conditions, representations, and/or understandings, between the Parties. This Agreement may be amended only by a written document that clearly sets forth the amendments and is signed by both parties.

(Remainder of page intentionally left blank)

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ACCEPTED AND AGREED:

(CHAPTER NAME)

By: _____

Printed Name: _____

Its: _____

Date: _____

CONSULTANT

By: _____

Printed Name: _____

Its: _____

Date: _____

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ATTACHMENT “A”

“SERVICES & DELIVERABLES”

Services/Responsibilities

INSERT DESCRIPTION OF THE PROGRAM/DELIVERABLES INCLUDING AMOUNT OF ROYALTIES THAT CHAPTER WILL RECEIVE.

THIS ATTACHMENT SHOULD INCLUDE ALL DETAILS OF THE TRANSACTION

Fees/Compensation

ENTER AMOUNT OF COMPENSATION TO BE PAID TO CONSULTANT

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ATTACHMENT “B”

CHAPTER’S REIMBURSABLE EXPENSE GUIDELINES

The following guidelines are required for the reimbursement of expenses incurred by Consultant in performance of the Consulting Services, provided the reimbursements are authorized under the applicable Agreement:

1. Consultant shall use its best efforts to obtain the lowest-cost option for reimbursable travel expenditures, including plan-ahead fares whenever feasible, and is encouraged to use CHAPTER’s travel agent.
2. Receipts are required for reimbursement.
3. **Airfare.** CHAPTER shall reimburse Consultant for coach-class airfare, provided CHAPTER authorizes the travel in advance. Consultant shall submit to CHAPTER a copy of any used airline tickets.
4. **Ground Transportation.** If authorized by CHAPTER, CHAPTER shall reimburse Consultant for travel from the originally assigned work location (or, if no work location is so assigned, Contractor's principal place of business) to and from the temporary work location (any address other than the originally assigned work location) as follows:
 - a. at the current mileage reimbursement rate set by the Internal Revenue Service for use of Contractor's or its personnel's personal automobile;
 - b. for reasonable car rental (intermediate car class, unless numbers of travelers and/or materials transported necessitates a full-sized vehicle); or
 - c. for use of public transportation such as bus or rapid transit and for reasonable taxi usage in lieu of a rental car.
5. **Incidental Transportation Expenses.** CHAPTER shall reimburse Consultant for incidental transportation expenses such as bridge tolls and parking fees incurred for travel to and from temporary work locations.
6. **Lodging.** CHAPTER shall reimburse Consultant for reasonable lodging expenses for overnight stay or longer, provided CHAPTER authorizes such travel in advance.
7. **Entertainment.** CHAPTER shall not reimburse Consultant for any entertainment expenses.