



## CRITICAL ADVANCEMENTS EDUCATION AGREEMENT

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**COMPANY:**

**WEBINAR TITLE:**

**MAIN CONTACT:**

**TOTAL FEES:**

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This Critical Advancements Education Agreement is effective as of the date of the last signature below (the "**Effective Date**") and is between the American College of Chest Physicians ("**CHEST**") and the company identified above ("**Company**").

1. **Services.** CHEST will provide those of the following services selected by Company (as indicated by a check in the box adjacent to that service (the "**Services**").

**CHEST Critical Advancements Webinar: \$17,000**

Included features and key details:

- All webinars are facilitated using the CHEST webinar platform
- All programs are non-accredited and will not be offered for CME/CE/MOC.
- 60 minutes in length (including Q&A) (*minimum number of attendees not guaranteed*)
- Polling, surveys, and live chat available
- Speaker(s) on webcam option
- Standard promotion – 100 character blurb with registration link in weekly CHEST NewsBrief publication and posting on chestnet.org (enhanced promotion options listed below)
- Technical assistance included for speakers and attendees
- CHEST lobby slide provided
- Post-event engagement report, including: Average stay time, number registered, number of unique viewers, percent of total who registered, etc. (all data will be in aggregate form and will not identify specific learners).

**Post-Event Options (check all boxes that apply):**

- Enduring content with an archive hosted on the CHEST YouTube page
- Satisfaction survey distributed to all participants, standard report delivered within 6 weeks post-event
- Post-event participant list (name, city, state, NPI only) delivered within 10 days post event: **\$2,500**  
\*participant list subject to opt-out by participants at the time of registration

**Enhanced Promotion Options:**

- Enhanced promotion - Option 1: **\$5,000**
  - CHEST will develop and send out a targeted promotional email on Company's behalf driving traffic to the webinar registration landing page.

- Emails will indicate that they are from CHEST. The content of the email will be determined solely by CHEST.
- CHEST will provide standard reporting (in aggregate form), including total contacts sent, opens of the email, and clicks on the reservation links.
- Enhanced promotion - Option 2: **\$2,500**
  - CHEST will develop a social card promoting the webinar and will distribute through CHEST social media channels.

**Hosting Options**

Webinars can be hosted live or can be pre-recorded. Select your preference below.

- Live option
  - Live webinar facilitation included with pre-event greenroom
  - Speaker training/orientation call with a rehearsal
  - Select optimal scheduling preferences below.
- Pre-recorded option
  - Pre-recorded webinars include 60 minutes of editing time
  - Released on a scheduled date (selection option below)
- Unsure at this time

**TOTAL FEES FOR SELECTED SERVICES:** \_\_\_\_\_

2. **Fees and Scheduling.** One-half of the total fees is due within 30 days of the Effective Date, with the remaining one-half due within 30 days of the webinar. Dates are first-come, first serve and will not be reserved until receipt of first payment. Please indicate your scheduling preferences for a live or recorded webinar. CHEST will inform you of availability and will provide written notice with your assigned date. CHEST reserves the right to alter webinar dates upon reasonable notice.

SCHEDULING LINK: <https://calendly.com/criticaladvancementswebinar>

3. **Company Content.** All content provided by Company to be disseminated by CHEST as part of the Services (“**Company Content**”) must comply with CHEST guidelines and standards and is subject to review and approval by CHEST. CHEST reserves the right to require reasonable changes to Company Content to comply with such guidelines and standards, the law, or to meet other CHEST concerns before dissemination.

Company shall provide the following at least 1 month prior to the webinar to ensure proper promotion:

- Final title of webinar
- 100-character or less description of the webinar to include in CHEST news publications (subject to reasonable editing by CHEST)
- Speaker(s) name, title, and headshot

Company shall provide the final slide deck at least 7 days prior to the scheduled live event. Failure to abide by these deadlines may result in delay of the webinar.

4. **Reports.** All reports will be provided in aggregate or de-identified format and will not include personally identifying information. All reports are provided “as is” and CHEST does not warrant or guarantee the accuracy, completeness, or content of such reports.

- 5. Termination.** CHEST may terminate this agreement at any time if it determines, in its sole discretion, that it cannot reasonably provide the Services as intended. In the event of termination by CHEST, CHEST shall return all Company Content and refund any fees already received.
- 6. Intellectual Property.**
- (a) Company retains ownership of all Company Content provided to CHEST. Company hereby grants to CHEST a limited, non-transferrable, nonexclusive, royalty-free, worldwide license to use the Company Content for the sole purpose of providing the Services. Company further grants to CHEST a limited, non-transferrable, nonexclusive, royalty-free, worldwide license to use Company's name, logo(s) and trademark(s) ("**Company Marks**"), to provide the Services, provided CHEST does not use any Company Marks without final approval by Company. Company shall remove all CHEST branding from slides, the webinar, and any other content before re-use or distribution.
  - (b) All reports are owned by CHEST. CHEST hereby grants Company a limited, non-transferrable, royalty-free, worldwide license to use and reproduce reports for its internal purposes only and shall not share or disseminate reports to others, other than its affiliates and contractors, without CHEST's prior written consent. Company shall not modify any report containing CHEST's logo without CHEST's prior written consent.
  - (c) CHEST and Company each warrant that any content, reports, or other deliverables provided to the other party under this agreement do not violate the intellectual property or other rights of any person or entity.
- 7. Nature of the Relationship.** The relationship between CHEST and Company is that between independent contractors only, and nothing in this agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or other similar relationship. CHEST is solely responsible for providing the instrumentality, personnel, and equipment necessary to provide the Services and for determining the manner in which the Services are performed. CHEST is providing the Services in furtherance of its tax-exempt purpose, including by facilitating the dissemination of information relevant to the advancement of chest medicine.
- 8. Non-Exclusivity; Non-Endorsement.** Nothing in this agreement prohibits CHEST from providing similar services to others, including competitors of Company, and nothing in this agreement prohibits Company from obtaining services from other persons or entities of the same or similar nature to those provided by CHEST. Company shall not state or infer, in the Company Content or otherwise, that CHEST endorses any statement, product, or service of Company.
- 9. Indemnification.** CHEST and Company shall each indemnify and defend the other, including their respective officers, directors, employees and agents, from and against all claims, causes of action, judgment and damages (including reasonable legal costs) (collectively "**Claims**") arising out of or related to (a) its performance or failure to adequately perform under this agreement; (b) breach of any representation, warranty, or other provision of this agreement; or (c) the negligence, violation of applicable law, or malicious acts of that party or any person or entity under that party's direction or control.
- 10. Non-Solicitation.** From Effective date until a period 12 months immediately following delivery of the webinar(s), neither party shall, on behalf of itself or others, solicit or recruit any employee of the other party to leave their current employment or to participate in any business programs, activities, or

investments with which Company is affiliated. Postings to the general public will not constitute a violation of this provision.

- 11. Compliance with Applicable Laws.** In performance of the Services, CHEST shall comply with all applicable laws, including without limitation the CAN-SPAM Act. CHEST does not agree to assume any reporting or compliance obligations of Company.
- 12. Entire Agreement; Amendment; Waiver.** This agreement constitutes the entire understanding of the parties with respect to the services set forth in this agreement, and supersedes all prior agreements and understandings regarding the same subject matter. No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
- 13. Assignment.** This agreement may not be assigned by either party without the other party's prior written consent.
- 14. Governing Law.** Illinois law governs this agreement and all disputes arising out of or related to it.

The parties are signing this agreement as of the dates set forth below:

American College of Chest Physicians	Company
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: