



## Joint Provider CE Activity Agreement

This Agreement is made and entered into this **xxxx (xx)** day of **xxxxxxx 20xx**, by and between **DUKE UNIVERSITY**, a non-profit North Carolina educational institution, acting for and on behalf of **DUKE HEALTH SYSTEM** (hereinafter called "**DUKE**"), and **xxxxxxx** (hereinafter called "**EDUCATIONAL PARTNER**"), having offices at **xxxxxxxxxxx**. WHEREAS, DUKE and EDUCATIONAL PARTNER desire to jointly provide continuing education (CE) activity. Now, therefore, the parties agree as follows:

### **1. Sponsorship of Activity.**

Duke University Health System Department of Clinical Education and Professional Development, a Joint Accreditation provider of CE, agrees to designate the educational activity as described in section five (5): financial arrangements and period of agreement. DUKE retains the right to withdraw and/or withhold continuing education credit at any point should it determine there has been a violation of applicable accreditation standards or law.

### **2. Responsibility of DUKE.**

DUKE shall retain final authority for all areas relating to the criteria and standards for Joint Accreditation and DUKE Policies and Procedures. DUKE shall be responsible for the following accrediting functions, which include, but are not limited to:

- a) Provide consultation and assist in preparation of the Joint Accreditation Application form and grant proposals.
- b) Prospectively review and approve the grant proposal prior to submission.
- c) Prospectively review, approve, and sign all grant letters of agreement in support of the activity.
- d) Receive all educational grants in support of the activity.
- e) Prospectively review and approve all printed material created for the activity, including brochure, syllabus, enduring materials (CD, website, monograph, etc), correspondence with faculty and commercial supporters, and evaluation instrument.
- f) Assure that implementation of the activity meets applicable Joint Accreditation standards and criteria as they relate to industry support and that the activity is in compliance with relevant DUKE Policies and Procedures.
- g) Certify the activity for *AMA PRA Category 1 Credits*<sup>TM</sup>, nursing credit, and pharmacy credit.
- h) Perform an on-site evaluation of the activity as deemed necessary by DUKE.
- i) Assure that file is complete relative to all applicable Joint Accreditation standards/criteria prior to closeout.
- j) Provide certificates/transcripts for all participants.
- k) Maintain participant records for a period of six (6) years.

### **3. DUKE Policies and Procedures.**

DUKE agrees to provide EDUCATIONAL PARTNER with copies of DUKE Policies and Procedures prior to EDUCATIONAL PARTNER entering into this AGREEMENT. EDUCATIONAL PARTNER, the non-Joint Accreditation joint provider, agrees it has read and understands DUKE Policies and Procedures and agrees to fully comply with such policies and procedures.

### **4. Responsibility of EDUCATIONAL PARTNER.**

EDUCATIONAL PARTNER, the non-Joint Accreditation joint provider, shall be responsible for the following functions in regard to the activity:

- a) Comply with all Joint Accreditation standards, FDA Final Guidance on Industry-Sponsored Educational Activities, AMA Guidelines on Gifts to Physicians and all relevant DUKE Policies and Procedures as may be applicable to EDUCATIONAL PARTNER'S obligations relating to the activity; provided, however, that DUKE has reviewed and approved EDUCATIONAL PARTNER'S internet privacy policy and to the extent that it conflicts with the DUKECE Policies and Procedures, DUKE agrees that EDUCATIONAL PARTNER'S policy governs.
- b) Prepare projected activity budget.
- c) Research and compile needs assessment.
- d) Contact and work with faculty throughout development and confirmation process.
- e) Arrange for activity promotion, brochure development, brochure mailings, and advertising.
- f) Sign contracts for hotel and meeting room facilities (if applicable).
- g) Arrange for all food and beverages as well as audiovisual services for the activity (if applicable).
- h) Receive registration fees, if applicable, and pay direct expenses for the activity.
- i) Collect speakers' abstracts and copy/bind them as an activity syllabus.
- j) Supply or arrange for transportation of faculty.
- k) Manage registration process and arrange for on-site registration, staffing, and management of activity.
- l) Perform and summarize activity evaluation and other outcomes measurements.
- m) Share access to content source files (audio/video, graphics, PowerPoint Slides, Assessments and other measurement tools and resources) throughout the period of development, implementation and close out of the activity.

- n) Prepare projected activity budget and actual budget. Submit budget reconciliation and evaluation/outcomes reporting to commercial supporters upon approval of by DUKE.
- o) Perform other duties as required.
- p) Provide the following documentation within 60 days after completion of the activity:
  - 1) Documentation that commercial support disclosure has been made to participants.
  - 2) Complete electronic copy of registrant list depicting date of completion, full names, degrees, and email addresses
  - 3) Completed sign-in sheets
  - 4) Evaluation summaries and other outcomes measurement results.
  - 5) A complete budget report listing all actual income and expenses.
  - 6) Any other documentation that DUKE may reasonably request.

**5. Financial Arrangements and Period of Agreement.**

This Agreement will cover the following activity sponsored by DUKE and organized by EDUCATIONAL PARTNER:

Name of CE Activity	Primary Location	Dates
XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX

EDUCATIONAL PARTNER retains the right to select alternate locations in the event the primary locations listed above become unavailable or unsuitable for the activity provided that reasonable advance notice of any site change is provided to DUKE.

Joint providership is contingent upon receipt of educational grant funds from The Educational Partner in the amount of **\$2,000.00 per Individual Program**, payable to Duke University.

**6. Activity Budget.**

EDUCATIONAL PARTNER shall prepare a projected or preliminary activity budget in a reasonable time frame prior to the activity date and shall deliver such projected Activity budget to DUKE. DUKE acknowledges that the preliminary activity budget is for budgetary and feasibility purposes only and is not an assurance of gain or loss to be realized by the activity.

EDUCATIONAL PARTNER shall prepare a final activity reconciliation detailing actual income and expenses within 60 days following the conclusion of the activity date and shall deliver such projected Activity budget to DUKE. After Activity completion or for cause at any point and in compliance with the terms of this Agreement, including preservation of the independence of the Activity, DUKE shall have the right to require EDUCATIONAL PARTNER to submit copies of all contracts, documents, correspondence, account and expense records, and any other documentation, which relate to the Activity.

**7. Cancellation of Activity**

EDUCATIONAL PARTNER may, at its option, cancel the activity, provided it gives advanced notice to DUKE prior to the start date of the activity. In the case of such termination, DUKE will proceed in an orderly fashion to terminate any outstanding commitments and to stop the work as soon as practicable to do so.

DUKE may, at its option, immediately cancel the activity at any point should it be determined there has been a violation of applicable accreditation standards or law or Duke policies and procedures. In the case of such termination, both parties will proceed in an orderly fashion to terminate any outstanding commitments and to stop the work as soon as practicable to do so.

**8. Indemnification and Insurance.**

EDUCATIONAL PARTNER agrees to indemnify, hold harmless and defend DUKE, its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and fees, including attorneys' fees asserted by third parties, both government and non-government, to the extent resulting from or arising out of EDUCATIONAL PARTNER negligent act or omission in connection with this Agreement. EDUCATIONAL PARTNER shall maintain in force at its sole cost and expense, with reputable insurance companies, insurance of a type and in an amount reasonably sufficient to protect against liability hereunder. DUKE shall have the right to request the appropriate certificates of insurance from EDUCATIONAL PARTNER for the purpose of ascertaining the sufficiency of such coverage. DUKE agrees to indemnify, hold harmless and defend EDUCATIONAL PARTNER, its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and fees, including attorneys' fees asserted by third parties, both government and non-government, to the extent resulting from or arising out of DUKE's negligent act or omission in connection with this Agreement.

**9. Entire Agreement: Amendment.**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. There are no representations, warranties, agreements or understandings, express or implied, written or oral between the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the

provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**10. Subject Headings.**

The subject headings of the Paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.

**11. Parties.**

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation of liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

**12. Binding Agreement.**

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns.

**13. Governing Law.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina.

**14. 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 instrument.

**15. Resolution of Disputes.**

In accordance with the United States Arbitration Act, the parties agree that any dispute between them arising under this Agreement shall be resolved exclusively through binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The arbitration shall take place at a location mutually agreed upon by the parties (or, in the absence of such mutual agreement, at a location determined in accordance with the AAA Rules) before a panel of three (3) arbitrators selected in accordance with the AAA Rules. The decision of the arbitrators shall be final and binding in all respects. The arbitrators shall have the authority to award fees and expenses associated with the arbitration process to the prevailing party as part of any award.

**16. Notices.**

All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

TO DUKE:

**DUHS CEPD**  
DUMC Box 2722  
2424 Erwin Road, Hock Plaza I  
Suite G 07, Room 136  
**Durham, NC 27705**  
Attention: Terry McDonnell, DNP, RN, ACNP-BC

TO EDUCATIONAL PARTNER:

XXXXXXXXXXXX

Any party may change their address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.

**17. Use of Name**

Neither party will, without the prior written consent of the other party: (a) use in advertising, publicity or otherwise, the name of any employee or agent, any trade-name, trademark, trade device, service mark, symbol, or any abbreviation, contraction or simulation thereof owned by the other party, or (b) represent, either directly or indirectly, that any product or service of the other party is a product or service of the representing party or that it is made in accordance with or utilizes the information or documents of the other party.

**18. Protected Health Information**

The parties agree that this continuing medical education effort will not involve disclosure of Protected Health Information (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended) by either party, and the parties agree that it is their intent to avoid any such disclosure. If either party finds it necessary to disclose PHI to the

other party, or its personnel, then prior to making such disclosure the disclosing party shall notify the other party, and the parties shall then enter into a mutually agreed Business Associate Agreement or Limited Dataset Agreement as may be appropriate prior to the disclosure. If the parties are unable to agree upon the terms of such agreement then the disclosure will not be made.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

**DUKE UNIVERSITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Terry McDonnell, DNP, RN, ACNP-BC**  
**Senior Vice President & Chief Nurse Executive, DUHS**

**(Educational Partner)**

By: \_\_\_\_\_ Date: \_\_\_\_\_