



JOINT PROVIDERSHIP AGREEMENT

Whereas, the Indiana State Medical Association (“ISMA”), located at 322 Canal Walk, Indianapolis, Indiana, 46202, will joint sponsor an educational activity with _____ (*insert name*), located at _____ (*address*) (“Joint Sponsor”); and,

Whereas, the educational activity will be in the form of _____, entitled, _____ (*insert name*); and,

Whereas, the educational activity will be held at _____ (*insert address*) and will take place on _____ (*insert date*)

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Duties of ISMA

- a. The ISMA will evaluate the “Needs Assessment”.
- b. The ISMA will edit and approve the educational activity brochure before the final mailing.
- c. The ISMA will assist the Joint Sponsor in reviewing the Presenter Conflict of Interest form and the proper disclosure policies.
- d. The ISMA will review and approve the Commercial Support agreements and authorize the Joint Sponsor to receive funds from the commercial supporter.
- e. The ISMA will authorize the Joint Sponsor to pay the speaker honorariums.
- f. The ISMA will provide one person (if necessary) to be on-site the day of the program to assist with registration and with any other matters that arise during the course of the educational activity.
- g. The ISMA will enter and maintain all registrants in the ISMA database, by maintaining the database for the registrants for CME credits.
- h. ISMA will provide the Joint Sponsor an electronic template of the certificate of attendance for the Joint Sponsor’s completion.

- i. The ISMA will review the evaluations adopted by the Joint Sponsor.
- j. The ISMA will complete and retain a CME activity file which contains the following information:
 - Needs assessment
 - Marketing brochure
 - Conflict of interest information
 - Commercial support information
 - Program budget
 - Participant evaluation
 - Program syllabus
 - Attendance sheet
 - Sample copy of a certificate of attendance

2. Duties of Joint Sponsor

- a. The Joint Sponsor will negotiate and enter into an agreement with the facility where the educational activity will be held. The Joint Sponsor will also plan all breaks, food and beverages.
- b. The Joint Sponsor will register the participants, collect the registration fees and send confirmations of registration, as well as provide one person for on-site registration.
- c. The Joint Sponsor will provide copy of the educational activity brochure to the ISMA no less than two (2) months prior to the activity for ISMA's final approval. If the brochure is unacceptable to ISMA, the Joint Sponsor shall reprint and/or redistribute the brochure, where applicable. The ISMA will not unreasonably withhold approval. After approval, the Joint Sponsor will mail the brochure to registrants.
- d. The Joint Sponsor will coordinate and print the educational activity syllabus.
- e. The Joint Sponsor will provide the evaluation forms and will analyze the evaluation responses provided by participants.
- f. The Joint Sponsor will select and contract the presenters, provide the ISMA the Presenter Conflict of Interest disclosure forms and the Commercial Support agreements and abide by all CME commercial support policies.
- g. The Joint Sponsor will pay all activity expenses, including the presenter honorariums when authorized by the ISMA.

- h. The Joint Sponsor is responsible for determining the objectives and the content of the program.
 - i. The Joint Sponsor is responsible for preparing the budget of this educational activity.
 - j. The Joint Sponsor will provide the ISMA with the presenters' presentation materials no less than one (1) week before the educational activity.
 - k. The Joint Sponsor will prepare and provide an attendance sheet for the educational activity.
 - l. The Joint Sponsor will prepare and provide ISMA with a needs assessment for the educational activity.
 - m. The Joint Sponsor will create certificates of attendance for each participant and provide to ISMA a sample copy of one completed certificate.
 - n. The Joint Sponsor will obtain the necessary insurance coverage for the educational activity, as required by the facility where the activity will be held.
 - o. The Joint Sponsor will maintain the following:
 - Attendance sheets
 - Conflict of interest forms
 - Commercial support agreements
 - Budget
 - p. The Joint Provider will pay to the ISMA the sum \$_____ for Joint Providership fees. A non-refundable installment of \$500 is due at the time this Agreement is executed. The remainder, or \$_____, is due within 15 days after the completion of the educational activity.
3. **Termination.** If either party is in breach of this Agreement, the other party shall give notice to the breaching party and provide thirty (30) days to cure the breach. If said breach is not cured, the party may terminate the Agreement without further notice.
4. **Indemnification.** The Joint Provider agrees to indemnify and hold harmless the ISMA for any claims arising from this educational activity, including those brought by any participant, the host facility, or any other third party.
5. **Non-Waiver.** Any failure by either party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition.

6. **Severability.** If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

7. **Force Majeure.** Neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, default by subcontractors or suppliers, acts of God or of the public enemy, U.S. or foreign government acts in either a sovereign or contractual capacity, labor, fire, flood, epidemic, public health emergency, restrictions, strikes, and/or freight embargoes.

8. **Notice.** All communications between the parties which are required or permitted to be in writing shall be sent by hand delivery, with receipt obtained, or by prepaid, first class U.S. postal service mail, certified return receipt requested, or by facsimile with confirmation by first class U.S. postal service and sent to the address specified in the first paragraph of this Agreement. By written communication, either party may designate a different address for purposes hereof.

9. **Governing Law.** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of Indiana without regard to its rules governing conflicts of law.

10. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of each party and their respective heirs, successors and assigns.

AGREED TO ON THE DATE SIGNED BELOW:

Joint Sponsor

ISMA

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____