

TERMS AND CONDITIONS FOR TRAINING CENTERS OF THE UNIVERSITY OF MIAMI, LEONARD MILLER SCHOOL OF MEDICINE, GORDON CENTER FOR RESEARCH IN MEDICAL EDUCATION, DIVISION OF PREHOSPITAL AND EMERGENCY HEALTHCARE

Advanced Stroke Life Support[®] (*ASLS*[®]) is a hands-on, interactive course with innovative training tools for healthcare professionals, developed by the University of Miami Miller School of Medicine Michael S. Gordon Center for Research in Medical Education (also referred to as the Gordon Center or the GCRME).

ASLS Training Center (TC) refers to healthcare or educational institutions, emergency response and/or transportation entities, governmental or district agencies engaged in authorized training of students and/or personnel utilizing the ASLS[®] curriculum and/or its instructional tools. Participation as an ASLS[®] Training Center is subject to prior approval by the GCRME and continued compliance with the policies and procedures as described in the ASLS[®] Program Guidelines, available in electronic format from www.gcrme.med.miami.edu or other URL as may be provided from time to time, or upon request from the GCRME.

By clicking ACCEPT you agree that you have read, understood, and will comply with the following terms and conditions for all ASLS[®] Training Centers. In addition, by clicking ACCEPT, you represent that you have all corporate power and authority to conduct business on behalf of your organization, and to execute, deliver and perform the obligations under this Agreement.

You may print the terms in their entirety for your review.

1. Definitions:

- a. *ASLS[®] Materials*: “ASLS[®] Materials” shall mean all materials published by the GCRME for use in teaching, evaluating, promoting, and managing the dissemination of ASLS[®], including, but not limited to, provider and instructor manuals, exams, answer keys, slides, videos, posters, pocket guides, learner evaluation forms, and course completion certificates and cards.
- b. *Courses*: “Course” or “Courses” shall mean the approved GCRME courses listed but not limited to those itemized below in which Course Certificates and Cards will be distributed:
 - i. ASLS[®] for Prehospital Providers – Provider Course
 - ii. ASLS[®] for Hospital Providers – Provider Course
- c. *Rosters*: “Roster” or “Rosters” shall mean the list of participants in a Course, including each instructor and learner, with first and last names, the learner’s healthcare profession(s), identifying information pertaining to the license and/or certification(s) to practice said profession(s), last 4 digits of the individual’s Social Security number, date of birth, e-mail address, home city and state, employer, and written examination scores.
- d. *Course Certificates and Cards*: “Course Certificates” and “Course Cards” shall mean digital and printed editions, combined on a single page and bearing the GCRME service marks and ASLS[®] logo, which TC shall distribute to learners pursuant to ASLS[®] Program Guidelines to indicate the individual successfully completed a Course.
- e. *Satellite Sites*: “Satellite Sites” shall mean organizations, such as affiliated hospitals, alternate campuses, or supporting agencies, engaged or authorized by TC to teach Courses under its auspices and for which TC will vouch that ASLS[®] Program Guidelines are being followed.

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- f. *Instructors*: “Instructors” shall mean persons engaged or approved by the GCRME to teach ASLS® courses sponsored by TCs and/or Satellite Sites.
- g. *Content Expert*: “Content Expert” shall mean a person with extensive knowledge or ability related to specific subject matter, based on research, experience, or occupation, qualifying the individual to register with the Gordon Center and participate as a presenter in an ASLS® course despite not having ASLS® instructor credentials.
- h. *ASLS® Program Guidelines*: “ASLS® Program Guidelines” shall mean the standards of practice and policies applied to TC, Satellite Sites, ASLS® courses, instructors, and learners, as issued and periodically amended and/or supplemented and provided to TC by posting on the designated website.

2. Term

- a. This Agreement, and any posted revision to this Agreement, shall remain in full force and effect for a one (1) year term and shall automatically renew for (1) year terms, unless either party provides thirty (30) days advance notice of its decision not to renew this Agreement.
- b. TCs may terminate the Agreement at any time, for any reason, upon sixty (60) days’ prior written notice to the Gordon Center.
- c. The GCRME may terminate this Agreement for the following reasons:
 - i. Failure by the TC or Satellite Sites to comply with program and/or curriculum policies described in the ASLS® Program Guidelines.
 - ii. The TC or a principal thereof is indicted or convicted in a court of competent jurisdiction of a criminal offense.
 - iii. The TC is delinquent in payments owed to the GCRME or any person in respect to ASLS® courses.
 - iv. TC breaches any of the terms and conditions herein.

Such termination is effective fourteen (14) days following the TC’s receipt of written notice of termination from the GCRME, unless, prior to the termination date, the TC cures the grounds for termination specified in the notice.

- d. Should this Agreement be terminated by either party, the TC agrees to:
 - i. Cease conducting all ASLS® training within the time frame set forth herein.
 - ii. No longer represent itself to the public as an authorized ASLS® Training Center.
 - iii. Submit Course rosters for any authorized Courses conducted but not completed and disseminate earned Course Completion Certificates and Cards.
 - iv. Pay all outstanding fees owed to the GCRME.

3. Responsibilities of the TRAINING CENTER:

- a. *Training Center Coordinator*:

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- i. The TC will designate an individual to serve as its Training Center Coordinator, who will be the primary contact and liaison with the GCRME regarding administration of ASLS® training, including, but not limited to, customer service, Course scheduling, Roster submission, and Course Completion Certificate and Card distribution.
 - ii. The TC Coordinator is not required to be an ASLS® instructor.
 - iii. If there is a change in personnel in the TC Coordinator position, the TC is responsible for notifying the GCRME in writing within 10 days.
- b. *Courses:*
 - i. TC shall ensure that all Courses taught by TC, Satellite Sites, and Instructors conform to the requirements of the ASLS® Program Guidelines and the ASLS® curriculum set forth in the ASLS® Instructor Manuals.
 - ii. GCRME representatives may, to ensure compliance, monitor a TC's Courses and inspect its course materials upon 10 business days' notification in writing.
- c. *Instructors:* TC shall ensure that Instructors:
 - i. Have the appropriate credentials to teach ASLS® and agree to require that all instructors fulfill the roles and responsibilities of an instructor, as outlined in the ASLS® Program Guidelines;
 - ii. Are included on a master list of Instructors provided by the TC to the GCRME, if requested, with contact information and dates said instructors were awarded ASLS® instructor status;
 - iii. Are promptly reminded to review all correspondence from the GCRME regarding changes to science, the curriculum or administrative policies;
 - iv. Oversee any Content Experts, who must be preregistered with the Gordon Center, provide a C.V., and comply with the requirements for faculty disclosure forms for continuing education purposes.
- d. *Class data:* TC shall transmit to the GCRME upon completion of each Course provided by the TC or Satellite Site, Roster information and, from the Instructor Registry, who taught each session in the agenda, as well as a summative report of the results of learners' evaluations of the class.
- e. *Course Certificates and Cards:* TC shall ensure that combination Course Certificates and Cards, which include continuing education credits, are disseminated to, and only to, participants who successfully complete a Course presented by the TC or its Satellite Sites, according to the ASLS® Program Guidelines.
- f. *ASLS® Materials:*
 - i. TC agrees that it will not tamper with or reproduce ASLS® Materials without specific authorization from the GCRME and will prohibit Instructors and Satellite Sites from doing so.
 - ii. TC agrees to safeguard its ASLS® Materials from improper, unsanctioned and/or unauthorized use or duplication by others and promptly report any known misuse to the GCRME.

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- iii. TC may purchase from the GCRME ASLS® Materials for use in its Courses or for the Courses of its Satellite Sites; TC may sell relevant ASLS® manuals to learners enrolled in its Courses.
- iv. TC may reproduce pre- and post-tests to be used only for the provision of Courses under this Agreement.
- v. TC may reproduce the MEND exams for use in the provision of Courses under this Agreement and, if applicable, for application in a clinical setting by its personnel. The TC must reproduce said documents with the GCRME identification and copyright information intact and, except to add its name and/or logo, may not edit the files without express authorization.

4. Costs and fees:

- a. All costs of providing Courses and fees charged to learners shall be the responsibility of the TC. The GCRME shall not have any responsibility for any costs incurred, or fees charged, by the TC or its Satellite Sites. The GCRME owns no financial interest in the business of the TC or its Satellite Sites or its Instructors.
- b. The TC is responsible for paying the posted per learner fee assessed by the GCRME for Course Completion Certificates and Cards. The unit price is subject to change with notice of at least 60 days.

5. Relationship of the Parties: Nothing contained in the Agreement will be deemed or construed by the parties hereto, or by any other person or entity, to create the relationship of principal and agent, or of partnership, strategic alliance, joint venture, association or any other similar legal entity, hereby, making each party responsible for actions of their respective personnel according to the terms of this agreement. TC is solely responsible for any Satellite Sites' performance under this agreement and for its contractual relationship with the Satellite Site.

6. Exclusivity: There are no provisions for exclusivity in this Agreement, and ASLS® TCs may also be members of other organizations for the purpose of offering courses other than ASLS®.

7. Proprietary Rights:

- a. TC acknowledges and agrees that all Instructor information is proprietary to the GCRME. Instructor information includes, but is not limited to, the date(s) on which Instructor took the Instructor Course(s) or Renewal Course(s), Course location, teaching history, and contact information for Instructor, including address, phone and e-mail address. Instructor information must be delivered to the GCRME upon request.
- b. TC acknowledges and agrees that it has no ownership interest in the ASLS® materials. ASLS® Materials may not be copied, in whole or in part, whether in print, electronically, on the Internet, or in any other format and may not be adapted without prior express written consent of the GCRME.
- c. The name, Advanced Stroke Life Support® (ASLS®), and its logo, are registered trademarks of the GCRME. TC acknowledges and agrees that it may not use or display the name or logo except as expressly set out in the ASLS® Program Guidelines.

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8. **Privacy Policy:** Personal information about learners participating in ASLS® training, requested by the GCRME for continuing education credit and other purposes, is maintained confidential to protect the privacy of individual learners, instructors, and TC Coordinators to the extent required by law. The Gordon Center's Privacy Statement is included in the ASLS® Program Guidelines.
9. **Indemnification:** TC shall indemnify, defend and hold harmless the GCRME, the Leonard Miller School of Medicine, and the University of Miami from any and all losses, claims, expenses, liabilities and causes of action arising out of the negligence of the TRAINING CENTER or its Satellite Sites, including their respective officers, employees and agents, in connection with the operation of this Agreement.
10. **General Provisions:**
 - a. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising from this Agreement shall be Miami-Dade County, Florida.
 - b. The failure by any party to enforce at any time any of the provisions of this Agreement, or any rights with respect hereto, or to exercise any election herein provided, shall in to way be considered to be a waiver of such provision, rights or elections, or in any way affect the validity of this Agreement.
 - c. Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of both parties.
 - d. If any provision of this Agreement is held invalid for any reason, the other provisions of this Agreement shall remain in effect, insofar as is consistent with the law.
 - e. GCRME may amend the terms of this Agreement by providing sixty (60) days prior written notice to the TC.