

NATIONAL QUALITY PARTNERS LEADERSHIP CONSORTIUM

The Participation Agreement is a contractual agreement that must be signed and submitted by any organization participating on the Leadership Consortium.

Please review the instructions before submitting your Participation Agreement:

- 1. Complete the Participation Agreement.
- 2. Please sign and submit the Participation Agreement within 14 days to avoid forfeiting your seat on the Leadership Consortium.
- 3. The signature must be digital or an original hand-written signature. There are three ways to sign and submit the Participation Agreement:
 - a. **Electronic/digital signature and automatic e-mail:** To sign the PDF form electronically, a "digital signature" is required. If you do not already have a digital signature, refer to the "Obtaining a Digital Signature" section below for more information. Once you digitally sign the agreement, click the "Submit" button at the end of the Participation Agreement to automatically generate an e-mail with the Participation Agreement attached. Please remember to click "Send" in the e-mail.
 - b. **Electronic/digital signature and e-mail:** To sign the PDF form electronically, a "digital signature" is required. If you do not already have a digital signature, refer to the "Obtaining a Digital Signature" section below for more information. Once you digitally sign the agreement, e-mail the completed Participation Agreement to nationalqualitypartners@qualityforum.org.
 - c. **Print and e-mail:** Print out the Participation Agreement, complete and sign the form, and e-mail the signed form to nationalqualitypartners@qualityforum.org.
- 4. If no issues have been identified, you will receive your fully executed Participation Agreement (signed by NQF) via email.
- 5. You will receive a separate invoice within the next week to be paid within 30 days.

Obtaining a Digital Signature:

- There are two varieties of digital signatures, self-signed and those issues from a certificate authority
- NQF prefers signatures issued from certificate authorities but will accept a self-signed digital ID
 if one from a certificate authority is not available
- For more information on digital signatures, please refer to Adobe Acrobat on Digital IDs.

For questions, please contact NQP staff via national quality partners@quality forum.org.



NATIONAL QUALITY PARTNERS LEADERSHIP CONSORTIUM

PARTICIPATION AGREEMENT

BETWEEN

NATIONAL QUALITY FORUM

AND	
(Name of Organization)	

This Participation Agreement (the "Agreement") is entered into by and between the National Quality Forum ("NQF") and _______ (Name of Organization, "Participant"), effective upon the date of NQF's signature on the Agreement.

To further its tax-exempt purposes, NQF facilitates the organization and operation of certain Initiatives, including the National Quality Partners Leadership Consortium (the "Initiative").

Based on mutual consideration, the receipt and adequacy of which are mutually acknowledged, the parties agree to the following terms and conditions:

- **1.** Participation Description. Participant agrees to join the Initiative to participate in shaping the direction of current and future NQP and related programs.
- **2.** <u>Participation Fee and Payment</u>. Participant will pay a participation fee in the amount of \$5,000 within thirty (30) days of receipt of an invoice from NQF.
- **3.** <u>Publicity.</u> NQF may list the Participant's and its representative designee in the Initiative on NQF hard copy, electronic materials, and web pages associated with the Initiative, as well as in NQF's public presentations on the Initiative.
- **4.** <u>Independence.</u> NQF is independently responsible for the design and content of the Initiative's activities, publications, and related events, including webinars and forums, in cooperation with NQF's advisors. Participant or its representative designees may provide input on the Initiative, however Participant may not specify the outcome of the Initiative nor the composition of advisors in Initiative activities. NQF will evaluate such comments or suggestions objectively and independently. Furthermore, the Initiative is a collaborative effort and does not defer to any single Participant.

5. License of Intellectual Property.

- A. <u>NQF Information</u>. NQF is the sole owner of all right, title, and interest in and to all NQF information, including NQF's logo, trademarks, trade names, copyrighted information, and enduring materials resulting from the Initiative (collectively, "NQF Property"), unless otherwise provided. Participant agrees that it shall not use NQF's Property in a manner that states or implies that NQF endorses Participant (or Participant's products or services
- B. <u>Participant Information</u>. Participant is the sole owner of all right, title, and interest in and to all Participant information, including Participant's logos, trademarks, trade names, and copyrighted information (collectively, "Participant Property"), unless otherwise provided.
- **6.** <u>Term.</u> The term of this Agreement will begin on the Effective Date and continue for a period of one (1) year unless terminated (i) by mutual written agreement of both parties; (ii) by NQF for any reason; or (iii) by either party immediately upon breach of the obligations under this Agreement. As it relates to NQF, causes for immediate termination shall include, but not be limited to (i) Participant or its representative designee being charged with or accused of any act which casts an unfavorable light upon Participant's association with NQF, or (ii) Participant or its representative designee performing, committing, or being accused of any act which would bring NQF or its programs, events and/or initiatives into disrepute.
- **7.** Relationship of the Parties. The parties acknowledge and agree that each is an independent entity and, as such, neither party may represent itself as an employee, agent, or representative of the other, nor may it incur any obligations on behalf of the other party unless specifically authorized in this Agreement. Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties.

8. Miscellaneous.

- A. <u>Entire Agreement</u>. This Agreement contains the entire understandings of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between them with respect to the subject matter hereof. Each party has executed this Agreement without reliance upon any promise, representation or warranty other than those expressly set forth herein.
- B. <u>Amendment</u>. No amendment of this Agreement shall be effective unless embodied in a written instrument executed by all of the parties hereto.
- C. <u>Assignability</u>. This Agreement may not be assigned by either party to any other person or entity without the prior written consent of the other party.
- D. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of District of Columbia without regard to conflict of laws principles.

E. <u>Authority</u>. Each party represents that it has full authority to enter into this Agreement, grant the rights and benefits described and satisfy the obligations hereunder, without violating the rights of any third parties.

The parties sign below to indicate their acceptance of the terms of this Agreement.

NATIONAL QUALITY FORUM	<name of="" organization="" participant=""></name>
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative	Name of Authorized Representative
Title of Authorized Representative	Title of Authorized Representative
Date	 Date