



**NATIONAL QUALITY PARTNERS
OPIOID STEWARDSHIP INITIATIVE**

PARTICIPATION AGREEMENT

BETWEEN

NATIONAL QUALITY FORUM

AND

This Participation Agreement (the “Agreement”) is entered into by and between the National Quality Forum (“NQF”) and _____ (“Participant”), effective upon 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 Opioid Stewardship Initiative (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’s action team to help address and build momentum around opioid stewardship on a national scale.
2. **Participation Fee and Payment.** Participant will pay a participation fee of \$X, XXX based on the Participant’s NQF member dues within thirty (30) days of receipt of an invoice from NQF.
3. **Publicity.** NQF may list the Participant 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. **Independence.** 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. **NQF Information.** 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. **Participant Information.** 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. **Term.** 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 designee representative being charged with or accused of any act which casts an unfavorable light upon Participant's association with NQF, or (ii) Participant or its designee representative 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. **Entire Agreement.** 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. **Amendment.** No amendment of this Agreement shall be effective unless embodied in a written instrument executed by all of the parties hereto.
- C. **Assignability.** 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. **Governing Law.** 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. **Authority.** 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 PARTICIPANT ORG>

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