



## NATIONAL QUALITY FORUM

### PARTICIPATION AGREEMENT

This Participation Agreement (the “Agreement”) is effective September 1, 2018 (the “Effective Date”) between the National Quality Forum (“NQF”) and \_\_\_\_\_ (“Participating Organization”). NQF and \_\_\_\_\_ may also be referred to hereinafter collectively as “the Parties” and individually as a “Party.”

To further its tax-exempt purposes, NQF will facilitate the organization and operation of the National Quality Partners™ Serious Mental Illness Action Team (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.** Participating Organization agrees to join the Initiative’s action team to help address challenges in the diagnosis, care, and management of serious mental illness. Participating Organization will engage in sharing knowledge and learning from leaders and key stakeholders in serious mental illness from NQF member organizations. The action team will begin its work on the Effective Date and will include participation in a series of web meetings, one in-person forum, and one public webinar during the Term (as defined below).
2. **Participating Organization Representative.** If Participating Organization is an organization comprised of members, Participating Organization may elect a representative from its membership to participate in the Initiative on its behalf. Participating Organization agrees NQF shall bear no responsibility to update Participating Organization on such representative’s involvement with the Initiative or otherwise provide any feedback.
3. **Publicity.** NQF may list and publicize Participating Organization and its representative designee on its website, new releases, hard or electronic materials, and public presentations only related to the Initiative. Participating Organization will not use the name or logos of NQF, or the names of any member of NQF’s staff, in any publicity or news release without the prior written approval of an authorized representative of NQF.
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. Participating Organization or its representative designees may provide input on the Initiative, however, Participating Organization 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 Participating Organization.
5. **Intellectual Property Rights.**
  - A. **Pre-Existing Intellectual Property.** Each Party will retain all right, title and interest in and to all Pre-Existing IP. For purposes of this paragraph, “Pre-Existing IP” means any and all tangible and intangible property rights and all other proprietary rights existing under United States law existing prior to the Effective

Date of this Agreement, including all such rights in and to copyrights, trademarks, patents, trade secrets, and other proprietary rights related to intangible property, whether registered or not.

- B. **Initiative Intellectual Property Rights.** NQF will retain all right, title, and interest in and to all draft and completed versions of materials, analysis, information, and data developed through the Initiative.
6. **Term.** The term of this Agreement will begin on the Effective Date and continue until May 31, 2019 (the "Term"), unless earlier terminated (i) by mutual written agreement of both Parties; or by NQF if: (i) Participating Organization or its designee representative being charged with or accused of any act which casts an unfavorable light upon Participating Organization's association with NQF, or (ii) Participating Organization 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 Delaware 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.

*Signature Page Follows*

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

**NATIONAL QUALITY FORUM**

**<NAME OF PARTICIPATING  
ORGANIZATION >**

\_\_\_\_\_  
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

SAMPLE