



## Content Provider Agreement

This agreement constitutes a Contract between (Content Provider) and (PMES) Provider Management Educational Services.

1. The Content Provider agrees to prepare a Course on the subject of:

a. \_\_\_\_\_

for delivery on or before \_\_\_\_\_ (date), prepared in accordance with the guidelines, as follows:

- a. Formatted in MS Word using Arial typeface, 12 point for text and 14 point for headings. (Final formatting may be done by the publishers).
- b. Each course will contain a minimum of 5 learning objectives.
- c. Each test will contain a pre-test of 5 questions, each addressing the 5 learning objectives, 4-answer multiple choice.
- d. Each course will contain a post-test consisting of a minimum of five (5) 4-answer multiple choice questions per CEU requested.

2. The Content Provider agrees to promptly revise the Course if deemed necessary by PMES, within an agreed period of time, but no longer than 30 days. PMES reserves the right to edit the Course and agrees to make the course available to the Content Provider for final approval prior to publication.

3. PMES agrees to pay the Content Provider as follows:

- a. For all sales originating on the Provider Management Educational Services web site - 10% of the sale price of the Course.

4. PMES and Content Provider agree that the above fees purchase on-line publication rights for a period of one year from the date of initial publication (or other period of time agreed upon by the Content Provider and PMES). All other rights, including hard copy, display, in-person presentation and other non-Internet-based distribution of the Article are fully reserved by the Content Provider.

5. PMES shall maintain or cause to be maintained a true and correct set of records pertaining to the Net Sales of Course Materials by PMES under this Agreement. During the term of this Agreement and for a period of two (2) years thereafter, PMES agrees to permit an accountant selected and paid by the Content Provider and reasonably acceptable to PMES to have access during ordinary business hours to such records as are maintained by PMES as may be necessary, in the opinion of such accountant, to determine the correctness of any report and/or payment made under this Agreement. In the event that the audit reveals an underpayment of royalty by more than five percent (5%), the cost of the audit shall be paid by PMES. If the underpayment is less than five percent (5%) but more than two percent (2%), PMES and the Content Provider shall each pay fifty percent (50%) of the cost of the independent audit. Such accountant shall maintain in confidence, and shall not disclose to the Content Provider, any information concerning PMES or its operations or properties other than information directly relating to the correctness of such reports and payments.

6. PMES agrees to reimburse the Content Provider for all agreed-upon and documented fees on a quarterly basis. Payment will be made within 15 days of the end of each quarter. Quarters end:  
March 31, June 30, September 30, December 31

7. The Content Provider will verify all facts in the Course and will furnish upon submission of the Course annotated documentation satisfactory to PMES. The Content Provider guarantees that the



Article will not contain material that is consciously libelous, defamatory, medically inaccurate or used without permission of the source if not found in the Public Domain.

8. The Content Provider represents and warrants that the Course:

- a. will be a completely original work newly created by the Content Provider; or have the written authorization of the original author to use/sublease the material.
- b. will not, to the Content Provider's best knowledge, invade any right of privacy or publicity, contain any libelous, defamatory, or medically inaccurate material, or infringe or violate any other right or any other person or entity.

9. If, for any reason the Course is not accepted for publication, all course material will be returned to the Content Provider in a timely manner.

10. Courses expire one year (or the length of NAB approval whichever is longer) from the date of publication. Expired Course material will be returned to the Content Provider.

11. If the Content Provider wishes to re-publish the Course at the end of the expiration period, the Course must be updated and a new Content Provider agreement signed.

12. In writing the Course, the Content Provider is acting as an independent contractor and not as an agent of PMES. Any associate or assistant the Content Provider may retain in connection with the writing of any Course shall be at the Content Provider's own expense.

13. This agreement constitutes the complete understanding between the Content Provider and PMES with respect to the subject matter hereof, and may only be altered or waived through a written agreement signed by both parties. This agreement shall be construed pursuant to the laws of the State of Oregon applicable to contracts made and performed entirely therein.

14. Notwithstanding the foregoing, this agreement can be terminated by either party providing the terminating party provides written notice at least thirty (30) days prior to termination of the agreement. If this agreement is terminated by either party, any and all material, including content, courses, etc., will be returned to the Content Provider. The Content Provider agrees to reimburse PMES for the cost of accreditation fees in event of early cancellation of the contract and/or course causing course withdrawal.

By signing this document, Content Provider and PMES confirm that the foregoing accurately and completely defines the terms of our agreement.

Content Provider or Content Provider's Representative

\_\_\_\_\_ Date \_\_\_\_\_

PMES Representative

\_\_\_\_\_ Date \_\_\_\_\_



## Content Provider Information

If your course is accepted for publication, we will need the following information for our files:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Type of License: \_\_\_\_\_

Course(s) submitted: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*Provider Management Educational Services must report any payments to individual writers greater than \$10.00 per year. We are legally required to keep a record of your SSN and file a W9 form with the IRS at the end of the year detailing any payments that exceed this amount. You will be sent a W9 form at the end of each year.

Please attach a (5) five line bio, email link/web page link, logo/graphic and approximate 5 line course summary for us to put on the website.