



# LOC Letter of Agreement

This is an agreement between the **International Osteoporosis Foundation (IOF)** & the **International Society for Clinical Densitometry (ISCD)** as developers of the course and \_\_\_\_\_ as the local organizer of the course (LOC).

IOF, ISCD and the LOC (identified above) agree to cooperate in the implementation of the Osteoporosis: Essentials of Densitometry, Diagnosis and Management Course with Attestation according to the following specifications:

Venue \_\_\_\_\_ Course date \_\_\_\_\_

Venue full address \_\_\_\_\_

Course website and registration link \_\_\_\_\_

Course organizer (society name) \_\_\_\_\_

Course contact (for correspondence and materials) \_\_\_\_\_

Course contact e-mail \_\_\_\_\_

Course faculty \_\_\_\_\_

To include the following programs  Clinician Track  Technologist Track

## IOF AND ISCD AGREES

- To provide the current PowerPoint presentation of lectures (which make up the course syllabus), in English, to the course contact for use during the above mentioned course.
- To provide an online attestation exam covering the core material, to eligible/paid participants following the course.
- To evaluate the results of the attestation, and issue online attestation of achievement for course participants who have answered correctly at least 70% of the test questions.

## LOC AGREES:

- To organize the local running of the course.
- To carry financial responsibility for all aspects of the course, including selection and contracting of faculty. Selection of faculty subject to approval of the IOF and ISCD.
- To ensure representation from IOF and ISCD. This can be in terms of IOF/ISCD membership, teaching faculty, course organizing committee, and the like.
- To ensure the faculty are of sufficient quality and adequately prepared to present the material provided for the course and to provide a Faculty approval document to IOF and ISCD.
- To cover the cost of the reproduction (printing) and binding of the handouts and/or electronic versions of the PDF handouts for participants. Only the PDF handouts may be distributed electronically. Electronic distribution of the PowerPoint presentations is not permitted.
- To organize and cover the costs (if any) of the meeting venue and audio visual (including equipment for PowerPoint presentations and microphones). Additionally, the LOC agrees to organize and cover the cost of any food and beverage and/or hotel nights it chooses to make available to faculty or participants.
- To provide each attendee information on the availability of the attestation exam as well as the opportunity to register for the attestation exam.
- To provide the core course material as developed by IOF and ISCD and submit any new or modified slides to the IOF and ISCD for approval prior to offering.
- To use the Auxiliary slide template for new and modified slides.
- To display slides provided by the IOF and ISCD during all the breaks. The slides will be displayed as provided and run in a continuous loop prior to the start of the course and during all breaks.
- To keep IOF and ISCD informed about sponsorship of the local organization of the course.
- To send electronically to IOF and ISCD an Excel spreadsheet, listing all participants of the course alphabetically by family name, listing: family name, first name, title, email address, mailing address and telephone number.

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- To honor the copyright of the course materials (slides and syllabus) by assuring that these materials are not forwarded or made accessible to individuals or societies not involved in this particular course, and to assure that the slides are not used for any commercial or other training purposes without the express written permission of IOF and ISCD.
- To send within a one-month period a detailed report of the course, including pictures, if possible.

## FORCE MAJEURE

If the course has to be cancelled or changed due to unforeseen political and economic events, or general 'Force Majeure', IOF and ISCD cannot be held liable for any compensation.

## FEES

The LOC agrees to pay **500 USD** for access to the course materials for the course venue, dates, and programs specified in this agreement. The LOC agrees to submit a new agreement for any additional courses, dates, venues, or program offers, including additional fees. In addition, Participants must pay a fee of **45 USD** before they can access the online attestation exam.

## INDEMNIFICATION

The LOC agrees to indemnify, defend, and hold harmless IOF and ISCD, their directors, officers, employees, volunteers, and successors from and against any and all third party claims, demands, losses, liabilities, actions, lawsuits, proceedings, judgments, awards, and expenses (including reasonable attorney's fees) arising out of its activities relating to the course and attestation.

## COPYRIGHT

The course material, including the course slides (which make up the syllabus), as well as the attestation exam are the sole and exclusive property of IOF and ISCD. IOF and ISCD maintain copyright over all material and the LOC is being given a one time license to use the material in the country, venue, and date listed within this agreement. The material may not be used in any other course, for any other purpose, or shared with or otherwise released/provided to others without the written permission of IOF and ISCD.

## TERM AND TERMINATION

This agreement shall enter into effect at the date of signing by the last party, and it shall end without any notice necessary once the course is completed on (date), unless terminated earlier by mutual consent.

## APPLICABLE LAW AND JURISDICTION

The validity, construction, interpretation, venue and performance of this Agreement shall be governed by either the substantive laws of Switzerland or the laws of the State of Connecticut, United States of America. Any claim or cause of action arising out of or connected with this agreement shall be brought exclusively in either the local or federal courts of Switzerland, or local or federal courts of the State of Connecticut United States of America), and the parties hereto consent to submit to the personal jurisdiction of such courts, and waive all objections to such jurisdiction and venue. Any party bringing action may choose one of the two venues, but once a choice made or proceedings commence, such choice can not be modified without the consent of all parties involved.

This Agreement constitutes the entire agreement between the parties and may be modified only by written agreement specifically referring hereto and signed by the parties hereto, their successors or assigns. Individuals signing acknowledge they have the authority to act on behalf of and bind their respective organizations to the terms contained within.

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LOC	Location	Date
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Philippe Halbout International Osteoporosis Foundation CEO	Location	Date
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Peter Brown International Society for Clinical Densitometry CEO	Location	Date
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