



CSRC Memorandum of Understanding for Content Developers

Date

(Content developer)

Dear Add Name,

On behalf of the California Society for Respiratory Care, thank you for agreeing to be an education content provider for the CSRC. We value the relationships with our content providers and have updated our standard Memorandum of Understanding (MOU) for partnering with the CSRC. This update was voted on and approved by the Board of Directors on June 15, 2020 to ensure that the organization can collect the appropriate information for our CEU submissions, provide consistency and efficacy in submissions, and to remove any ambiguity in both partners responsibility and deliverables.

CSRC will partner with content providers and provide marketing for the content on all of the organization's various media platforms (social media, website, eblasts). This will be done in coordination with the education content provider's efforts to drive interested members and nonmembers to the opportunities submitted by the provider. CSRC will work with the provider to create a proactive communications marketing schedule for live, recorded, and enduring content. CSRC's Education Committee and Executive Office staff will be the administrator of the marketing and act as coordinator of all communications plan from CSRC.

Pursuant to the CSRC's Board of Directors unanimous vote on June 15, 2020, the following is the approved revenue sharing percentage spilt with our approved content providers. Payment for any educational content will be based on gross sales minus a 5% administration fee for implementation of the educational opportunity.

- All content providers will receive 60% of the net profits from any live, recorded, or enduring content by the provider.
- CSRC will receive 40% of the net profits as compensation for the organization's marketing to our database, CEU management for attendees, administration and maintenance of provider's content on CSRC's third-party learning management system (LMS) and other offices expenses related to the specific content provided.
- All payments to providers will only be paid two weeks after the close of each fiscal quarter of a calendar year.

CSRC also understands that many of our content providers share their content as a way of giving back to their professional organization. At the conclusion of this MOU, there will be an opportunity to forego the right to any compensation back to the provider.

The Education Committee will periodically review the content provided, and retained in our LMS, to ensure that the information is still relevant and does not need to be updated. If the information does need to be updated, the content will be temporarily removed from the LMS and the

Committee will reach out to the content provider and ask if they would like to provide fresh content for resubmission to the Committee for review.

Once the information is updated and approved, the refreshed educational opportunity will be uploaded into the LMS and potentially remarketed. The Education Committee will also establish the price for all educational opportunities.

The content provider will retain all Intellectual Property Rights (IPR) as it pertains to the content provided by them. The CSRC does not claim any rights to the presentations, trademarks, processes, techniques, or IPR of the content provided by the individual(s). The CSRC's role in providing this content is one of a reseller of the information provided, and does not hold any rights, or accept any liability, as to the information provided by the content provider.

The term of this MOU will be reviewed on an annual basis from the date of the signature below. This agreement can be terminated by either party with 30 days written notice at any time. The agreement will autorenew for a year if no notice is given 30 days before the end of the MOU. If the MOU is terminated, the content will be removed immediately from the LMS library and a final payment of any revenue earned by the content provider will be distributed two weeks after the next fiscal quarter.

The parties below agree to the terms above and in witness whereof each of the parties have executed this MOU by its duly authorized representative(s) on the dates set forth below.

California Society for
Respiratory Care (CSRC)

Content Provider

Authorized Signature

Authorized Signature

Print Name

Print Name

Position

Position

Date

Date

 I do not wish to be compensated for my presentation.

Signature

Print Name

Date