



INTERIOR REGION EMERGENCY MEDICAL SERVICES COUNCIL, INC.

2503 18th Avenue • Fairbanks, Alaska 99709
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2009/2010
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May 21, 2010

MEMORANDUM OF UNDERSTANDING

This agreement is between Interior Region Emergency Medical Services Council, Incorporated, (herein after called "IREMSC") an approved American Heart Association (AHA) Community Training Center (CTC) and _____ (herein after called the "Instructor").

SERVICE TO BE PERFORMED

1. The Instructor agrees to conduct courses only within the Geographic Territory (Alaska), and conform to the requirements of the program guidelines and the curriculum set out in the applicable AHA Instructor's Manual.
2. The Instructor agrees to safeguard course completion cards and written examinations from unauthorized distribution and use the latest AHA training materials for all courses conducted.
3. Upon termination or expiration, with or without cause, the Instructor agrees to return all unused Cards to the CTC.
4. The Instructor agrees to provide the below listed paperwork prior to the issuance of course completion cards:
 - A. Completed course roster, to include names of assisting instructors, their CTC registration and all student names
 - B. Student evaluation form
 - C. Appropriate per student card fee according to course taught (ACLS, PALS, BLS, etc.)
5. The Instructor agrees to read the following disclaimer at the course and/or printed on all promotional brochures, announcements or agendas:

“The American Heart Association strongly promotes knowledge and proficiency in CPR and has developed instructional materials for this purpose. Use of these materials in an educational course does not represent course sponsorship by the American Heart Association, and any fees charged for such a course do not represent income to the association.”

6. The Instructor agrees to only use student evaluation forms and course rosters issued by the AHA CTC.

7. The Instructor understands that failure to comply with the above or other actions deemed inappropriate by the CTC will result in termination of instructor affiliation with the CTC and/or AHA administrative action.

PERIOD OF PERFORMANCE

The term of this agreement shall become effective when signed by IREMSC and ending on **June 30, 2012**. It may only be extended by mutual written agreement of the parties. Each party is free to decline to renew or extend the term of this agreement.

This agreement may be terminated by either party, with or without cause, upon 60 days prior written notice.

TAXES, LICENSES, AND PERMITS

The Instructor affirms that it has paid all taxes and licenses and secured the necessary permits by any Federal, State or local ordinances.

BENEFITS AND INSURANCE

The Instructor understands that he/she is not an employee of IREMSC or the American Heart Association and as such is not entitled to company benefits or insurance.

ASSIGNMENTS AND SUBCONTRACTS

No portion of this agreement may be assigned, delegated, or subcontracted without prior written permission.

INDEMNIFICATION

The Instructor hereby agrees to indemnify, defend and hold harmless the CTC, AHA and its affiliates, and their officers, employees, volunteers, and agents from and against all claims, damages, liabilities, suits, and expenses (including reasonable attorney's fees) arising out of or in connection with (a) Courses offered or provided by the instructor, their employees or agents; (b)

acts or omissions by the Instructor; and (c) any breach by the Instructor of the terms of this agreement. However, this indemnity obligation shall not extend to claims, damages liabilities, suits and expenses caused solely from the science content of any AHA Materials when used by the instructor in full compliance with the Program Guidelines and the curriculum set out in the applicable AHA Instructor's Manual.

INSTRUCTOR'S MAILING ADDRESS: _____

Please PRINT CLEARLY

Home Phone Number: _____

Work Phone Number: _____

Best Number to Reach You: _____

Email*: _____

IN WITNESS WHEREOF, the parties have executed this memorandum.

INSTRUCTOR

IREMSC

BY: _____

BY: _____

DATE: _____

DATE: _____

Check here if you would like your name and phone number to be available to the public for your services. (This can include web page and fax requests for instructors.)

*Please note your email will only be used by the AHA CTC and AHA to convey AHA information to you. Your email will not be published to any other parties without your permission.