

Event Plan and Agreement

This document sets out the basis on which Client (“Client”) and the Collaborator named below will carry out an event (“Event”). Client is a nonprofit, federally qualified health center that focuses on providing cost-effective, high-quality primary health care to underserved low-income communities in the [_____] area.

Collaborator

Collaborator name	
Collaborator mission	

Contact information

Client	[Name], [Title] [Phone number] [E-mail address] [Mailing Address]
Collaborator	[Name], [Title] [Phone number] [E-mail address] [Mailing Address]

Event information

Event date(s) time(s)	
Event title	
Event description	
Event location	
Participants	
Event materials	
Event coordination	
Site preparation	

Promotion

Client	
Collaborator	

Insurance

Client	
Collaborator	

Other terms

Other terms	
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This document, which consists of this form (called "Event Plan") and the attached terms and conditions, creates a legal contract ("Agreement") between Client and Collaborator. By signing below, Client and Collaborator each confirm that it understands and agrees to the terms of this Agreement.

[name of Collaborator]

Client

Signature

Signature

Print name

Print name

Print title

Print title

Date

Date

Terms and Conditions

1. Event

1.1 Event

Client and Collaborator will plan and hold the Event described in the Event Plan.

1.2 Responsibilities

Client's and Collaborator's respective Event responsibilities are set out in the Event Plan. Client and Collaborator will each carry out its responsibilities with due care and on a timely basis.

1.3 Site Use

Client and Collaborator will comply with all security, conduct, or other policies applicable to use of the Event location. Client and Collaborator will keep the site in good order, condition, and repair.

1.4 No Compensation; Expenses

Unless otherwise stated in the Event Plan, neither Client nor Collaborator will pay fees or compensation to the other, and each will each be responsible for its own expenses in connection with the Event.

1.5 Cooperation

Client and Collaborator will cooperate with one other in connection with the Event, including keeping each other advised about potential issues and working in good faith to resolve any problems.

2. Interactions with Participants and Others

2.1 Interactions with Participants

Client and Collaborator will respect physical and emotional boundaries and will otherwise engage in appropriate conduct, and will avoid the appearance of any impropriety in any interaction either may have with Event participants or family members.

2.2 Privacy

Except as required by law, Client and Collaborator will not disclose any identifying information about Event participants or any other individuals, including Client's or Collaborator's patients, clients, or family members, it may obtain in carrying out Event activities.

2.3 Participation Documents

If one party is responsible for obtaining participation agreements, liability waivers, or similar agreements from Event participants, that party will ensure that the waivers and agreements are for the benefit of both Client and Collaborator.

3. Event Promotion, Materials, and Evaluation

3.1 Name and Logo Use

Client and Collaborator may use the other's name and logo for purposes of promoting the Event on their websites, marketing materials, and other outreach-oriented materials relating to the Event. For clarity, Client will obtain no rights to Collaborator's name and logo, and Collaborator will obtain no rights to Client's name and logo, except for such use as is appropriate in connection with the Event.

3.2 Event Materials

Client and Collaborator may each provide or prepare educational materials, presentations, and other documents for participants or others in connection with the Event ("Work Product"). Client and Collaborator each will continue to own all right title, and interest in its own Work Product. Each of Client and Collaborator may use the other's Work Product for the sole purpose of carrying out the Event.

3.3 Media Release

Except as provided in the Event Plan, Client and Collaborator will not interview, film, photograph, or record any Event participants or family members. If the Event Plan provides for participant interviews, recordings, or similar activities, the party conducting the interviews will be responsible for obtaining appropriate consents, in a form acceptable to the other party, from all such individuals.

3.4 Evaluation

Client and Collaborator may each collect, analyze, and disseminate data about the Event to evaluate its effectiveness, comply with external funding and reporting obligations, and carry out its communication activities. Client and Collaborator will cooperate in these efforts by providing the other with information as the other may reasonably request.

4. Legal Compliance

4.1 Compliance with Law

In carrying out the Event, Client and Collaborator will act with due care and comply with applicable law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), licensing laws and regulations, and privacy laws.

4.2 Licenses and Permits

Client and Collaborator possess and will comply with all permits and licenses necessary to carry out the Event.

5. Cancellation

5.1 Cancellation

If either Client or Collaborator wishes to cancel the Event, it will provide written notice to the other as promptly as possible following the decision.

5.2 Effect of Cancellation

Upon cancellation, Client and Collaborator will promptly cease promotional activities, including use of the other's name and logo, and reasonably cooperate in fulfilling any obligations to third parties. Sections 5.2, [6.2], and 7 will continue in effect.

6. Insurance, Liability, and Indemnification

6.1 Insurance

Client and Collaborator will obtain insurance and provide proof of insurance as specified in the Event Plan.

[6.2 Indemnification

Client and Collaborator will each defend, indemnify, and hold harmless the other, to the fullest extent under law, against all third-party claims or liabilities it may suffer which arise, directly or indirectly, from breach of this Agreement by the other. Neither Client nor Collaborator will have any obligation to indemnify the other to the extent the liability is caused by other's own gross negligence, willful misconduct, or breach of its obligations under this Agreement.]

7. General Provisions

7.1 Entire Agreement

This Agreement expresses Client's and Collaborator's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, negotiations, communications, courses of dealing, or understandings between Client and Collaborator relating to the Event.

7.2 Amendment

This Agreement may be amended only as stated and by a writing signed by both Client and Collaborator which recites that it is an amendment to this Agreement.

7.3 Independence

Client and Collaborator are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose.

7.4 Third-Party Beneficiaries

This Agreement is for the exclusive benefit of Client and Collaborator, and not for the benefit of any third party including any Event participant or family member, or any Client or Collaborator employee, affiliate, subcontractor, or vendor.

7.5 Governing Law

This Agreement is governed by California law.