UNIVERSITY OF IOWA COLLEGE OF NURSING

PURCHASE AGREEMENT

IOWA ONLINE NURSE RESIDENCY PROGRAM

This Purchase Agreement (the “Agreement”) is entered into as of the Effective Date by and between University of Iowa on behalf of the College of Nursing (“CON”), a state institution of higher education, and _______________________________________________________________, (“Buyer”).

1. Definitions. For purpose of this Agreement, in addition to the terms defined elsewhere herein and on the Order Form (Exhibit A), the following capitalized terms have the definition set forth below:

1.1 “Authorized User” means a resident, mentor, or site coordinator employed by the Buyer or otherwise bound by a legal obligation to comply with the terms of this Agreement.

1.2 “Authorized Facilities” means the specific facilities at the geographic locations (by address) designated on the Order Form.

1.3 “Content” means the nursing educational and related content supplied by CON hereunder as further specified on the Order Form.

1.4 “Program” means the Iowa Online Nurse Residency Program (IONRP) which is provided in two options (a) Online Option led by the University of Iowa’s Online Residency Program Manager (see Exhibit B); or (b) Blended Option provided through online modules as the base curriculum led by a facility-based residency coordinator (see exhibit C).

2. Access to the Program

2.1 Access. Upon payment in full, CON shall make the Program available for access by the Authorized Users via an Internet-based interface. Access to the Program is subject to planned and unplanned maintenance, telecommunication disruptions and other reasonable downtime. In order for CON to make such access available, Buyer must first provide the information required on the applicable Order Form (Exhibit A).

2.2 Changes to the Program. CON may update, modify or replace the Program including any Content hereunder from time to time without prior notice to Buyer.

2.3 Support. CON shall provide technical support services with respect to the Program.

3. Responsibilities and Limitations on Use

3.1 Authorized Users. Buyer shall control access to the Program so as to limit access solely to its Authorized Users. Buyer agrees that all Authorized Users shall be admitted as non-degree students at the University of Iowa College of Nursing and shall be provided online access to University of Iowa library resources, including electronic journals, PubMed and hundreds of online databases. Buyer expressly agrees that in no event shall unauthorized users be provided access to the Program. Buyer agrees that upon purchase of the Blended Option above, any and all of the facility’s
residency coordinators shall meet the minimum requirements as outlined in Exhibit C and shall provide documentation of such upon CON request.

3.2 CON shall provide a Certificate of Completion to a nurse resident upon the submission by Buyer of adequate documentation as outlined in Exhibit B or C evidencing successful completion of the Program.

3.3 Restrictions. Buyer shall not, and shall ensure that its Authorized Users shall not (a) use, or permit the use of the Program except in accordance with the terms of this Agreement; (b) download or print the Program in whole or in substantial part; (c) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, or otherwise attempt to derive or alter any source code of the Program or any underlying software; (d) copy or permit the copying of the Program; (e) use the Program to provide similar services to third parties; (f) distribute, sublicense, sell, assign, transfer, rent, lease, pledge, or encumber the Program; (g) permit access to the Program to any person except the Authorized User; or (h) alter, remove, or otherwise hinder the delivery of any copyright, disclaimer, or other proprietary notice appearing in the Program. Redistribution of the Program for any purpose is strictly prohibited.

3.4 Compliance with Laws. Buyer shall comply with all applicable federal, state and local laws, rules, and regulations in conjunction with its performance pursuant to this Agreement.

3.5 No Competitive Products. Notwithstanding anything herein to the contrary, under no circumstances shall Buyer use the Program or information contained therein or results derived therefrom to develop any products(s) or service(s) which could be competitive with the Program, or any other product(s) or service(s) provided by CON.

3.6 Professional Responsibility. Buyer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Buyer takes full responsibility for the use of the information provided through the Program in patient care. The information contained in the Program is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of Authorized Users. CON does not assume any responsibility for actions of Buyer or Authorized User which may result in any liability or damage, including but not limited to claims based on malpractice, failure to warn, and negligence.

3.7 Compliance by Authorized Users. Buyer shall be and ensure that all Authorized Users are aware of the limitations and restrictions on the use of the Program. Buyer shall report any breach of this Agreement to CON promptly (but in no event later than 5 business days) after becoming aware of the facts or circumstances constituting such breach.

3.8 FERPA Training. Authorized Users, specifically those designated as site-coordinators, will complete FERPA training provided by CON. Completion of this training will provide site-coordinators with access to completion reports and resident program progression.

4. Term. This Agreement shall remain in effect for the Term specified in the Order Form, unless earlier termination as provided in Article 4.
4.1 Termination for Material Breach. Either party (the “Non-Breaching Party”) may terminate this Agreement by written notice to other party (the “Breaching Party”) if the Breaching Party materially breaches any term of this Agreement and such breach or default is not cured to the Non-Breaching Party’s reasonable satisfaction within ten (10) business days of such notice.

4.2 Termination for Non-Payment; Enforcement Costs. If any payment due from Buyer hereunder is not paid in full when due, CON may terminate this Agreement upon ten (10) business days’ written notice to Buyer. Buyer agrees to pay all costs and expenses incurred by CON, including costs of collection and attorneys’ fees, as a result of enforcing the terms of this Agreement.

4.3 Termination for Insolvency. Either party may terminate this Agreement at any time if the other party becomes insolvent or subject to any proceeding under the federal bankruptcy laws or other similar laws for the protection of creditors.

4.4 Effect of Expiration or Termination. Upon expiration or termination of this Agreement, all rights granted to Buyer hereunder shall terminate, CON may deny or block all access to the Program and invalidate any password or other authentication and Buyer shall: (a) immediately cease all use of the Program, take such steps as are necessary to prohibit further use of the Program by Authorized Users, and furnish a written description of the steps taken if requested by CON; and (b) promptly (and in any event within ten (10) business days) remove access to the Program from Buyer’s internal systems, and, at CON’s option, either return to CON or destroy all copies of the Program in Buyer’s possession or under its control.

5. Fees

5.1 Purchase Fee. Buyer shall pay the Purchase Fee specified in the Order Form (Exhibit A) prior to gaining access to the Program. CON may adjust the Purchase Fee applicable to any Term by giving notice thereof at least sixty (60) days before commencement of such Term.

5.2 Late Drop Fee. Once an ‘Order Form’ (Exhibit A) has been signed there will be a late drop fee of $50 per resident for any resident enrolled and then drop from the program prior to the launch of the program.

6. Ownership: Confidentiality

6.1 Ownership. Buyer acknowledges that the Program is the proprietary property of CON, and that the processes and methodology used in producing the Program are valuable trade secrets. CON grants Buyer the right to access and use the Program during the Term in accordance with the terms and conditions set forth herein, provided, however, no ownership rights to or title in the Program is conveyed or transferred hereunder. Any modifications to the Program (excluding Content) made by Buyer shall be owned by CON and are hereby assigned by Buyer to CON upon creation.

6.2 Confidentiality of the Product. Buyer shall protect the confidentiality of the Program with at least the same level of efforts that it employs to protect the confidentiality of its own proprietary and confidential information of like importance and in any event, by reasonable means.


7.1 Amendments. Except as otherwise expressly provided herein, this Agreement may not be modified, amended, or in any way altered except by a written agreement signed by the parties hereto.
7.2 **Entire Agreement.** This Agreement, together with all Exhibits and any other document expressly referenced herein, constitutes the complete and exclusive statement of the Agreement of the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written, between the parties.

7.3 **Information Collected.** CON may collect information regarding queries submitted through the Program, Content reviewed, and other uses of the Program by Authorized Users. CON shall own (and Buyer hereby assigns to CON) such information and may use it in any manner it chooses, including to improve its offerings and to offer customizations to Content delivered to Authorized Users.

7.4 **This Agreement shall be interpreted and enforced under the law of Iowa which shall also be the forum for any disputes arising hereunder.**
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By executing below, Buyer, by its duly authorized representative, is subscribing for access to the above-referenced content pursuant to the terms of this Purchase Agreement.

Estimated Quantity: An estimate of the number of residents enrolled in the next one (1) year period.

Estimated number of Residents: ___________________________________

Quarterly Enrollment: An authorized representative of the Buyer shall make quarterly orders at designated enrollment periods over the course of the next 1 year period by completing Exhibit A ‘Order Form’ not to exceed the estimated number of residents provided above.

Start: _________________ End: ______________________

Authorized Representative:___________________________________________________________________

Contact Information: ________________________________________________________________________

[BUYER]        UNIVERSITY OF IOWA COLLEGE OF NURSING

By:        By:

Its:        Its:

Date:       Date: