



Member Survey Distribution Agreement

Survey Title: _____

1. Member Benefit

Canadian Anesthesiologists' Society ("CAS") offers, as a benefit to its members, the ability for members to collect certain data from other CAS members through the distribution, by CAS, of surveys for research purposes (each a "Survey").

2. Distribution

CAS will distribute the Survey to its members, invoicing any related costs to the Survey author and/or institution on a time and materials basis, and the Survey author/institution shall pay for these services within thirty (30) days of receipt of an invoice from CAS.

Survey Fees

- Initial Survey Set-Up, subsequent work requested
(Reminders, etc.) \$1000.00
- Email Distribution \$0.10 per email sent

3. Costs of Survey

The Survey author and the associated institution are jointly responsible and liable for all financial costs associated with the development and conduct of the Survey, as well as any claims resulting from the development and conduct of the Survey. CAS' sole role is to distribute the Survey to its members and it is not responsible for any costs or expenses incurred or other liabilities with respect to the Survey.

4. Compliance

The Survey author/institution each confirms that the Survey will be conducted under the direction of the author, in compliance with all applicable laws (including health information and privacy legislation), regulations and guidelines, and that all administrative and ethical approvals required for the conduct of the Survey have been secured. To protect the privacy of the individual Survey respondents, no unique identifiers will be present on the Survey and any unique identifiers present in return responses will be removed by the Survey author/institution prior to analysis.

The purpose and details of the Survey protocol are attached as Schedule "A", and it is understood that the final Survey will be substantially similar to the draft attached as Schedule "B". Schedule "C" will provide the electronic link to the online survey, and outline the introductory text to be used in the email sent to members. The CAS Executive Committee must review and approve the Survey prior to distribution.

5. Ownership

CAS acknowledges that the Survey author/institution is the owner of all content, data or results associated with the Survey, and that the Survey is the confidential information of the Survey author/institution.

6. Insurance Coverage

The Survey author/institution will secure and maintain general liability coverage with financially sound and reputable insurers. Insurance coverage will be appropriate to cover all obligations under this Agreement and under the laws of each of the Provinces where the Survey is conducted.

7. Use of Name

Neither CAS nor the Survey author/institution will use the name, trademark, trade name, logo, or any adaptations of the other in any publication, press release, advertisement, announcement, promotional material or promotional activity relating to the Survey, without such party's prior written consent.

8. Termination

CAS or the Survey author/institution may terminate this Agreement at any time without cause or reason, upon thirty (30) days' written notice but, following such termination, Items 3, 4, 5 and 7 through 9, shall survive.

9. General

The relationship between CAS and the Survey author/institution is that of independent contractors and nothing in this Agreement shall constitute an agency relationship, partnership or a joint-venture between the parties. This Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. CAS and the Survey author/institution agree that any attached schedules form part of the Agreement, but in a conflict between a provision in the schedules and a provision in the Agreement, the provision in the Agreement shall govern. Any amendment to this Agreement will be in writing, and will be signed by all parties.

If you accept the terms and conditions of this Agreement, please sign below and return one copy to our office at your earliest convenience.

CANADIAN ANESTHESIOLOGISTS' SOCIETY:

Debra M Thomson, Executive Director

Date

CAS MEMBER: [Insert Name]

Signature

Date

INSTITUTION: [Insert name]

Signature

[Insert Name]

Date