PAEA EXAM DEVELOPMENT BOARD VOLUNTEER AGREEMENT

This PAEA E	xam Development Board \	Volunteer Agreement	("Agreement") is entered into		
effective as of this	[day] day of	[month],	[year] (the Effective Date")		
by and between the	Physician Assistant Educ	cation Association, a	a non-profit organization with a		
principal place of business in Washington, D.C. ("PAEA"), and					
[print name], an indivi	idual, who resides at				
[street address] ("ED	B Volunteer"). EDB Volunt	teer desires to assist F	AEA on a volunteer basis in the		
development, review,	evaluation and validation of	FPAEA assessment co	ontent that is and will be owned		
exclusively by PAEA (1	the "PAEA Assessment Con	tent"), as explained in	greater detail below.		

In the course of developing, reviewing, evaluating, and validating PAEA Assessment Content (as that term is defined herein) in collaboration with PAEA and others, EDB Volunteer will receive and participate in the creation of Confidential Information (as that term is defined herein) that is the sole and exclusive property of PAEA. The Parties are entering into this Agreement to establish (1) the terms and conditions under which EDB Volunteer will be permitted to participate as a volunteer in the development, review, evaluation and validation of the PAEA Assessment Content, (2) the rules governing EDB Volunteer's handling and protection of Confidential Information, and (3) PAEA's exclusive ownership of the PAEA Assessment Content and all intellectual property created in whole or part by the EDB Volunteer in the course of providing the EDB Volunteer Services.

Capitalized terms used throughout the Agreement shall have the meanings provided by the Agreement where the term is defined or otherwise appears in quotation marks.

In consideration of the mutual promises, covenants, terms, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby recognized and acknowledged by the Parties, and intending to be legally bound hereby, the Parties agree as follows:

- 1. Incorporation of Recitals; EDB Volunteer Services; PAEA Policies and Procedures.
- 1.1 <u>Incorporation of Recitals</u>. The Recitals set forth above form the basis for the Parties to enter into this Agreement and are hereby incorporated as material terms of the Agreement.
- 1.2 <u>EDB Volunteer Services</u>. EDB Volunteer will participate in the following activities described in this paragraph in connection with PAEA's development, review, evaluation and validation of the PAEA Assessment Content (collectively, the "EDB Volunteer Services"). EDB Volunteer will collaborate with other members of the PAEA Exam Development Board (the "EDB") and PAEA Staff and/or vendors in the development, review, evaluation and validation of the PAEA Assessment Content. In the course of carrying out the EDB Volunteer Activities, EDB Volunteer will develop, create, revise, review, evaluate, and validate content to be used and incorporated into the PAEA Assessment Content including, but not limited to, hypothetical scenarios, reading passages, graphic images, illustrations, test questions, test distractors, test answer choices, related content and materials that will be owned exclusively by PAEA (the "PAEA Assessment Content").
- 1.3 <u>Obligations of the EDB Volunteer</u>. The EDB Volunteer Services shall be provided in accordance with the terms and conditions of this Agreement and written specifications, schedules and instructions provided by PAEA. PAEA and its exam development partners (including but not limited to NCCPA and Pearson VUE) develop a production cycle each year that allows for exam development that meets the rigor and schedule requirements required to release PAEA exams on time and as expected by PA programs. EDB Volunteer shall complete all assigned tasks in accordance with PAEA's written

specifications, schedules and instructions to the best of their abilities and in a timely fashion for the entirety of the exam development production cycle provided by PAEA. PAEA, EDB chairs, and PAEA exam development partners will give sufficient written notice via email at the beginning of the production cycle, and timely reminders in advance of all deadlines for EDB Volunteer Services. EDB Volunteer shall promptly contact PAEA in writing reasonably in advance of any applicable deadline if for any reason EDB Volunteer is unable to meet any deadline or timely complete any project related to EDB Volunteer Services assigned by PAEA so that alternative arrangements can be made to timely complete the EDB Volunteer Services.

1.4 Consideration. PAEA will not financially compensate or pay EDB Volunteer for the EDB Volunteer Services, or for the PAEA Assessment Content or any other designs, literary works, inventions, creations or any other intellectual property created in whole or part by EDB Volunteer in the course of providing the EDB Volunteer Services, or thereafter. EDB Volunteer agrees that the opportunity to serve or continue to serve as a subject matter expert and to represent himself/herself as a recognized subject matter expert (i) enhances the EDB Volunteer's reputation and professional standing in both the PA profession and the community, (ii) confers other valuable tangible and intangible benefits upon EDB Volunteer, and (iii) such reputation and standing enhancements, and tangible and intangible benefits serve as full and fair consideration for the EDB Volunteer Services rendered by EDB Volunteer. EDB Volunteer also agrees that, absent entering into this Agreement, EDB Volunteer would not be permitted by PAEA to serve or continue to serve as a subject matter expert and therefore would not enjoy the benefits accruing from such service or continued service. That the EDB Volunteer serves on a volunteer basis and without financial compensation shall not serve as the basis of a claim that the EDB Volunteer did not receive full and fair consideration for the EDB Volunteer Services.

1.5 <u>PAEA Policies and Procedures</u>. In addition to the terms and conditions contained in this Agreement, EDB Volunteer shall comply with all applicable PAEA policies and procedures set forth in the <u>PAEA Policies and Procedures Manual</u>, the terms of which are hereby incorporated by reference into this Agreement as if set forth in their entirety herein. By signing and accepting this Agreement, EDB Volunteer is representing and warranting that they have read and will comply with the applicable policies and procedures contained in the <u>PAEA Policies and Procedures Manual</u>, including, but not limited to Section 4.10 Exam Development Boards, Section 6.01 Code of Ethics, and Section 6.02 Antitrust. EDB Volunteer understands that violation of any applicable PAEA policy or procedure contained in the <u>PAEA Policies and Procedures Manual</u> is grounds for immediate termination under this Agreement.

2. Confidentiality.

2.1 Definition. For purposes of this Agreement, "Confidential Information" means and includes the PAEA Assessment Content, any and all contents of tests published or unpublished by PAEA, tests presently in development by PAEA, tests planned for future development by PAEA, test content, reading passages included in tests, hypothetical or factual scenarios included in tests, graphic images included in tests, illustrations included in tests, test items, test questions, test distractors, test answer choices, scoring criteria, psychometric analysis, item difficulty levels, information PAEA has received from third parties subject to a duty of confidentiality, information describing or relating to PAEA employees, members, contractors, suppliers, materials, software, software source documents, microcode and source code, test development processes, test scores, scoring programs, scoring processes, key performance indicators, data analytics, formulas, specifications, practice tests, test preparation materials, information, intellectual property, data, know-how, results, processes, compositions, inventions, methods, materials, finances, sales, pricing, technologies, contracts, short-term and long-term business and marketing plans, strategies, and prospects, budgets, projections, research and development, business policies or practices, PAEA investigations, investigative methods, legal strategies and any other information, however documented and in whatever form or medium, that is the confidential and proprietary business information of PAEA and/or a "Trade Secret" as that term is defined in the Uniform Trade Secrets Act, whether in

written, oral, electronic, Internet-based, or other form. EDB Volunteer agrees to protect and hold all Confidential Information in strict confidence and shall not, directly or indirectly, disclose any Confidential Information to any person who is not authorized by PAEA to receive such information or use it for the EDB Volunteer's own benefit or that of any other person or entity. All Confidential Information is and shall remain the sole and exclusive property of PAEA, or the third party that provided it to PAEA, and EDB Volunteer shall have no rights or license thereto. Nothing contained herein shall require PAEA to disclose any of its Confidential Information to the EDB Volunteer.

2.2 Non-Use and Non-Disclosure. EDB Volunteer agrees that commencing on the date of this Agreement and continuing in perpetuity after the termination of EDB Volunteer's engagement with PAEA (the "Term"), EDB Volunteer shall not modify, disclose, recreate, create derivatives of, copy or adapt the Confidential Information for any purpose other than as specifically required to provide the EDB Volunteer Services hereunder and will not, during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose whatsoever other than the performance of the EDB Volunteer Services on behalf of PAEA or (ii) disclose the Confidential Information to any third party. EDB Volunteer agrees that all Confidential Information will remain the sole and exclusive property of PAEA or the third party that provided it to PAEA under a duty of confidentiality. EDB Volunteer also agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. EDB Volunteer acknowledges and agrees that disclosure of any Confidential Information without the express written permission of PAEA will cause PAEA irreparable harm for which remedies at law would be inadequate and that any breach or threatened breach of this Agreement by EDB Volunteer will entitle PAEA to immediate preliminary injunctive relief, in addition to any other legal and/or equitable remedies available to it, in any court of competent jurisdiction.

2.3 <u>Maintaining Confidentiality</u>. EDB Volunteer shall (i) attempt in every way to prevent intentional and unintentional unauthorized use or disclosure of Confidential Information; (ii) promptly notify PAEA of any unauthorized use, copying or disclosure of Confidential Information; (iii) assist PAEA in investigating and limiting the scope of any potential disclosure by EDB Volunteer of Confidential Information; and (iv) mitigate any potential harm that could result from such disclosure. In order to fulfill his or her confidentiality obligations hereunder, EDB Volunteer shall, at a minimum, take the following steps: (a) Ensure that ALL electronic devices and digital media used to receive, send or store Confidential Information are password protected and encrypted, including but not limited to smartphones, tablets, laptop computers, smart watches, desktop computers, hard drives, flash drives and cloud storage servers, and ensure that no unauthorized person has the password for any of these devices; (b) Refrain from speaking about Confidential Information in public places or in any place where a person not authorized to hear the conversation might be able to hear it, including during telephone conferences and in- person; and (c) Refrain from storing on shared drives, taking, copying, delivering, distributing, and/or using hard or digital copies of documents or materials containing Confidential Information in any manner that could cause them to become accessible by unauthorized persons.

2.4 <u>Current and Former Employer's Confidential Information</u>. EDB Volunteer will use the same level of care, but no less than a reasonable level of care, to prevent the use or disclosure of any Confidential Information received under this Agreement as EDB Volunteer exercises in protecting his, her or its own Confidential Information of a similar nature. EDB Volunteer will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer of EDB Volunteer or other person or entity with which EDB Volunteer has an agreement or duty to keep in confidence information acquired by EDB Volunteer, if any. EDB Volunteer will not bring to any PAEA function or meeting, whether remote or in-person, any unpublished document or proprietary information belonging to any such current or former employer, person or entity unless consented to in writing by such employer, person or entity.

- 2.5 <u>Third Party Confidential Information</u>. EDB Volunteer recognizes that PAEA has received and, in the future, will receive from third parties confidential, proprietary and/or protected information subject to a duty on PAEA's part to protect and maintain the confidentiality of such information and to use it only for certain limited purposes. Confidential information from third parties may include, but is not limited to, the identity, address and contact information, other personal identifying information, and other proprietary intellectual property. EDB Volunteer agrees that during the term of this Agreement and thereafter any such third-party confidential information is considered to be Confidential Information for purposes of this Agreement and EDB Volunteer is under the same obligations to maintain the confidentiality of such information as the EDB Volunteer has to keep PAEA's Confidential Information confidential.
- 2.6 Notice of Legally Compelled Disclosures. In the event EDB Volunteer is required by law to disclose any Confidential Information, EDB Volunteer shall give PAEA reasonable prior written notice of such required disclosure and shall permit PAEA to seek a protective order or to take appropriate actions to contest the disclosure and shall provide reasonably requested cooperation to PAEA in seeking such protective order or in any other efforts to maintain the confidentiality of the Confidential Information. EDB Volunteer shall indemnify, defend and hold PAEA harmless from and against any claims or damages arising from any breach of the obligations contained herein by the EDB Volunteer, which indemnification obligation shall survive the expiration or termination of this Agreement.
- 2.7 <u>Return of Materials</u>. Upon the termination of this Agreement, or upon PAEA's earlier request in writing, in PAEA's sole discretion, EDB Volunteer will:
 - (a) return or destroy all Confidential Information in EDB Volunteer's possession or control;
 - (b) cease accessing Confidential Information to which EDB Volunteer may have received access in order to participate in the Certification Program, even if such access has not been disabled or removed by PAEA; and
 - (c) submit a written certification of compliance with this provision to PAEA within five (5) business days of termination or receipt of PAEA's written request for the return of materials.
- 2.8 <u>Audit rights</u>. Without limiting any other rights PAEA has pursuant to the terms of this Agreement, PAEA reserves the right to audit EDB Volunteer's compliance with Section 2 hereof, and EDB Volunteer shall fully cooperate in any such audit, including producing to PAEA and its auditors any and all requested information and data related to the performance of this Agreement, and providing access upon reasonable notice to all systems, information, and data in EDB Volunteer's possession or control that may be relevant to the audit, as determined in PAEA's sole discretion.

3. Ownership and Assignment of Rights.

- 3.1 Ownership of the Intellectual Property. The Parties agree that PAEA shall be the sole and exclusive owner of all right, title and interest in and to the PAEA Assessment Content and all other materials created, developed, or modified by EDB Volunteer, alone or in conjunction with any other person within the scope of providing the EDB Volunteer Services as defined herein (collectively, the "Work Product").
- 3.2 Representations, Warranties and Work for Hire. EDB Volunteer hereby represents and warrants that (i) all Work Product produced on behalf of PAEA is an "original work of authorship" as set forth in the 1976 Copyright Act (17 U.S.C. § 101 et seq.) (the "Copyright Act") and specifically Section 102 (17 U.S.C. § 102) thereof, (ii) that the Work Product does not contain any images, designs, text,

content, property, intellectual or otherwise, belonging to any third party, except for any content properly licensed for use in the Work Product and authorized in writing by PAEA, (iii) that the Work Product does not infringe on the rights, property or otherwise, of any third party, and (iv) that the Work Product has not been encumbered or conveyed in whole or in part by any prior agreement(s) or assignment(s). The Parties expressly agree that the Work Product is "work made for hire" as that term is defined in Section 101 of the Copyright Act (17 U.S.C. § 101).

- 3.3 <u>Assignment</u>. For all other Work Product not capable of copyright protection and/or to the extent any of the Work Product capable of copyright protection is found by a court not to be a "work made for hire," EDB Volunteer hereby irrevocably assigns, transfers and conveys to PAEA the entire right, title and interest in and to the Work Product, to the fullest extent provided under law, that EDB Volunteer creates, in whole or part, whether independently or jointly with others, in connection with the EDB Volunteer Services during the Term of this Agreement. EDB Volunteer shall promptly and fully disclose to PAEA all of the Work Product and execute and deliver all such the Work Product to PAEA, take all actions and render any and all assistance reasonably requested by PAEA, during or at any time after the termination of this Agreement with PAEA, to establish PAEA's ownership of or to enable PAEA to obtain and/or perfect its rights in and to the Work Product. EDB Volunteer acknowledges and agrees that he or she shall not be entitled to any compensation, revenue or payment for any part of the Work Product.
- 3.4 Further Assurances. EDB Volunteer agrees to assist PAEA, or its designee, at PAEA's expense, in every proper way to secure PAEA's rights in the Work Product, including any copyrights, patents, mask work rights or other intellectual property rights applicable to them in any and all countries, including the disclosure to PAEA of all pertinent information and data with respect to the Work Product, the execution of all applications, specifications, oaths, assignments and all other instruments that PAEA may deem necessary in order to apply for and obtain such rights and in order to assign and convey to PAEA, its successors, assigns and nominees the sole and exclusive right, title and interest in and to the Work Product, and any copyrights, patents, moral rights, mask work rights or other intellectual property rights relating to the Work Product. EDB Volunteer also agrees that EDB Volunteer's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.
- 3.5 <u>Pre-Existing Materials</u>. EDB Volunteer agrees that, in the course of performing the Services, EDB Volunteer shall not under any circumstances incorporate into the Work Product any creation, invention, improvement, development, concept, discovery or other proprietary information owned by EDB Volunteer or a third party or in which EDB Volunteer or a third party has an interest.
- 3.6 Attorney-in-Fact. EDB Volunteer agrees that, if PAEA is unable because of EDB Volunteer's unavailability, unwillingness, mental or physical incapacity, death, or for any other reason, to secure EDB Volunteer's signature for the purpose of applying for or pursuing any application for any United States or foreign patent, mask work, trademark or copyright registrations covering the assigned the Work Product to PAEA hereunder, then EDB Volunteer hereby irrevocably designates and appoints PAEA and its duly authorized officers and agents as EDB Volunteer's agent and attorney-in-fact, to act for and on EDB Volunteer's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, trademark, copyright and mask work registrations with the same legal force and effect as if executed by EDB Volunteer. The power of attorney granted to PAEA by EDB Volunteer herein shall be deemed to be coupled with an interest and shall be irrevocable. EDB Volunteer further agrees to hold PAEA, its members, directors, trustees, officers, employees and assigns harmless for any acts taken pursuant to this section, and to cooperate with PAEA and its counsel in the prosecution or defense of any litigation which may arise in connection with the inventions or other creations referred to herein.

4. Conflicting Obligations.

- 4.1 <u>No Conflict</u>. EDB Volunteer certifies that EDB Volunteer has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude EDB Volunteer from complying with the provisions hereof. EDB Volunteer will not enter into any such conflicting agreement or obligation during the Term of this Agreement.
- 4.2 No Conflicting Development. In view of EDB Volunteer's access to PAEA's Assessment Content, trade secrets and proprietary know-how, EDB Volunteer agrees that EDB Volunteer will not, without PAEA's prior written approval, develop, create, revise, review, evaluate, and validate exam or assessment content related to PA education or PA practice for commercial purposes or for any third party during the Term of this Agreement and for a period of six (6) months after the termination of this Agreement, except exam content created exclusively for exclusively for noncommercial educational use in the context of a PA program. EDB Volunteer acknowledges that the obligations in this Section 4 are ancillary to EDB Volunteer's nondisclosure obligations under Section 2. Notwithstanding the terms of this provision, EDB Volunteer shall not, at any time, under any circumstances, develop, create, or contribute to exam or assessment content that is identical or substantially similar to the PAEA Assessment Content or the Work Product developed, created, revised, reviewed, evaluated, or validated by EDB Volunteer for PAEA. This provision shall survive the termination or expiration of this Agreement.
- 4.3 <u>Non-Circumvention</u>. During the Term, the EDB Volunteer shall not engage or attempt to engage in any manner directly or indirectly, whether alone or jointly or as an agent of any of her person or entity, in any activity which would derogate from the operation of this Agreement or otherwise have the effect of circumventing the intention of the Parties or the purpose of this Agreement.

5. Term and Termination.

- 5.1 <u>Term</u>. This Agreement will become effective on the Effective Date and remain in effect for a term of three years, unless earlier terminated upon written notice to EDB Volunteer; or upon any breach of this Agreement by EDB Volunteer, as determined in PAEA's sole discretion, which termination shall be effective immediately upon delivery of written notice to EDB Volunteer.
- 5.2 <u>Termination</u>. Upon the termination of the EDB Volunteer's engagement with PAEA for any reason, or at any time upon request by PAEA, EDB Volunteer shall deliver to PAEA within not more than five business (5) days all of the Work Product and Confidential Information, whether provided by PAEA or prepared by the EDB Volunteer and whether in the EDB Volunteer's actual or constructive possession or provided to third parties by the EDB Volunteer, and will confirm in writing that all such Work Product and Confidential Information has been returned. Notwithstanding any other provisions in this Agreement, if this Agreement is terminated or expires, EDB Volunteer will not retain the Work Product or Confidential Information for any purpose.
- 5.3 <u>Survival</u>. Upon termination of this Agreement, all rights and duties of PAEA and EDB Volunteer toward each other shall cease except Section 2 (Confidentiality), Section 3 (Ownership and Assignment of Rights), Section 4 (Conflicting Obligations), Section 6 (Nature of Relationship) Section 8 (Indemnification), and Section 9 (General Provisions).

6. Nature of Relationship and Expenses.

6.1 <u>Nature of Relationship</u>. It is the express intention of PAEA and EDB Volunteer that EDB Volunteer performs the EDB Volunteer Services as an unpaid volunteer for PAEA. Nothing in this Agreement shall in any way be construed to identify or treat EDB Volunteer as an agent, employee or

representative of PAEA. EDB Volunteer agrees to furnish all tools and materials necessary to provide the EDB Volunteer Services under this Agreement and shall incur all expenses associated with performance of the EDB Volunteer Services, except as expressly provided below. EDB Volunteer has no authority to make statements, representations or commitments of any kind on behalf of PAEA or to take any actions that are legally binding upon PAEA.

- 6.2 Expenses. Notwithstanding any terms to the contrary stated herein, PAEA may, in its sole discretion, pay certain reasonable and necessary expenses of the EDB Volunteer incurred in the course of providing the EDB Volunteer Services, and any such agreement by PAEA to pay for or reimburse EDB Volunteer for such reasonable and necessary expenses shall be memorialized in writing prior to EDB Volunteer incurring any such expense, and shall be made in accordance with PAEA's policies for payment and/or reimbursement of such expenses.
- 7. Warranties. In addition to all other warranties made by EDB Volunteer in this Agreement, EDB Volunteer warrants that the EDB Volunteer Services will be provided in compliance with all laws and regulations and that no part of the EDB Volunteer Services or the Work Product created in whole or part by EDB Volunteer will infringe upon any privacy, copyrights, trademarks, patents or any rights of third parties, and EDB Volunteer will comply with all privacy, copyright, trademark, patent and other applicable laws in providing the EDB Volunteer Services and will not plagiarize or copy any materials belonging to a third party. EDB Volunteer further warrants that EDB Volunteer will not incorporate or use any medical records of any patient or any identifiable photographic or graphic images or the names or other personal identifying information of any human being in or as part of the Work Product.
- 8. <u>Indemnification</u>. EDB Volunteer assumes full responsibility for EDB Volunteer's performance of EDB Volunteer Services and agrees to defend, indemnify and hold PAEA and its directors, officers and employees harmless from and against all claims, demands, losses, damages, liabilities, costs and expenses, including attorneys' fees, costs of defense, and all other legal expenses, arising directly or indirectly from or in connection with (i) any unlawful, illegal, negligent, reckless or intentionally wrongful act of EDB Volunteer, (ii) any breach of this Agreement by the EDB Volunteer, or (iii) any violation or claimed violation of a third party's rights resulting in whole or in part from PAEA's use of the Work Product created in whole or part by EDB Volunteer under this Agreement. EDB Volunteer acknowledges that potential damages include as foreseeable, consequential damages related to the loss of goodwill to PAEA that would result from EDB Volunteer's breach of its obligations hereunder and expressly assumes responsibility for any such damages.

9. General Provisions.

- 9.1 <u>No Commercial Use or Benefit</u>. EDB Volunteer shall not attempt to use or use their role with PAEA to advance, promote or advertise any commercial entity or interest or the interests of any third party, regardless of whether the third party is a nonprofit organization or educational institution.
- 9.2 <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between PAEA and EDB Volunteer, supersedes all prior and contemporaneous agreements and contains all terms and conditions agreed to by the Parties. If any term or condition of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Agreement shall be binding upon any and all successors and permitted assigns of PAEA and EDB Volunteer. This Agreement may be altered only in writing signed by the Parties and assigned only with the express written consent of PAEA.
- 9.3 <u>Choice of Law and Forum</u>. The Parties agree that this Agreement shall be interpreted according to and under the laws of the District of Columbia. For purposes of any dispute arising under this

Agreement, the Parties hereby submit themselves to the jurisdiction of the courts sitting in the District of Columbia and agree that they shall not challenge the venue of such courts.

- 9.4 <u>Amendments</u>. This Agreement may be amended by an instrument in writing signed by the Parties that expressly refers to this Agreement and specifically states that it is intended to amend it. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute the same Agreement.
- 9.5 <u>Notices</u>. All notices, consents, requests, instructions, approvals, and other communications made hereunder shall be given in writing and delivered to the receiving party to such party's last known address by personal delivery, by certified or registered mail (return receipt requested), or by a nationally recognized courier service (including but not limited to FedEx or UPS). The effective date of any such notice shall be deemed to be the date upon which the notice was properly delivered.

EDB VOUNTEER ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, AND FULLY UNDERSTANDS ALL OF ITS TERMS. VOLUNTEER HEREBY APPROVES THIS AGREEMENT AND SIGNS IT INTENDING TO BE LEGALLY BOUND.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

	_ PHYSICIAN ASSIS ASSOCIATION	STANT EDUCATION
Ву:	Ву:	
Name: Title: EDB Volunteer	Name: Title:	

[Print name of EDB Volunteer on top line; EDB Volunteer must sign next to "By:" and print name again below signature.]