

Instructions

- Complete the Event Details
- Review and agree to the Terms of Use
- Email the completed form to lsessions@abim.org

You will receive an email confirming receipt of your order within 2 business days.

Event Details

1. Event name:
2. Organization name:
3. Primary contact name:
4. Primary contact email address:
5. Facilitator name:
6. Facilitator email address:
7. Event date(s):
8. Modules *(select all that apply)*
 - 2020–2021 Update in Hospital Medicine *(available through 12/31/21)*
 - 2020–2021 Update in Internal Medicine *(available through 12/31/21)*
 - 2022–2023 Update in Hospital Medicine *(available beginning 1/1/2022)*
 - 2022–2023 Update in Internal Medicine *(available beginning 1/1/2022)*

Terms of Use

This is an agreement between you as a sponsoring organization (“you” or “Sponsor”) and the American Board of Internal Medicine (“ABIM”). Please read these Maintenance of Certification Learning Session Terms of Use (the “Agreement”), the ABIM Privacy Notice, and the other applicable rules, policies and terms posted on the ABIM.org website before ordering or using any ABIM Learning Session content (including but not limited to Medical Knowledge Modules, as defined herein). By clicking on the “I understand and agree” button below and submitting your Learning Session order, you agree to be bound by the terms of this Agreement. If you do not accept the terms of this Agreement, then you may not use ABIM Learning Session content.

ABIM Learning Session Content License and Purpose. Subject to the terms and conditions of this Agreement, ABIM hereby grants the Sponsor a limited, nonexclusive, nonseizable, nontransferrable license to reproduce, distribute, and present certain ABIM proprietary Self-Evaluation of Medical Knowledge Modules (“Medical Knowledge Modules”) solely to conduct Maintenance of Certification (“MOC”) Learning Sessions (“Learning Session”) during the period from the date of delivery until the expiration date of the respective Medical Knowledge Module (the “Event Period”). A Learning Session is a single-day or multiple-day interactive group workshop that offers diplomates an opportunity to earn credit toward the Self-Evaluation of Medical Knowledge requirement of ABIM’s MOC program, and may be recorded for viewing for the duration of the Event Period.

Limitations. Any rights not explicitly granted herein are reserved to ABIM. Without limiting the foregoing, you may not: (1) display or distribute Medical Knowledge Modules to anyone other than Learning Session participants, for use during the Event Period; (2) use Medical Knowledge Modules for any Learning Session or other purpose outside of the Event Period; or (3) create derivative works based upon or incorporating all or part of the Medical Knowledge Modules.

Updates to Content. ABIM may release new versions of Medical Knowledge Modules in order to replace or modify particular questions based on new information. To the extent reasonably practicable, the Sponsor agrees to use the most recent version of a Medical Knowledge Module at its Learning Session(s).

License Fee. You agree to pay a non-refundable license fee of \$250 (the “License Fee”) for each Medical Knowledge Module used during the Event Period. Any other use of the Medical Knowledge Module(s) will be subject to an additional fee. ABIM will send Sponsor an electronic invoice for all applicable fees. Invoices are payable by credit card or check. Payment is due upon receipt.

Delivery of Content. ABIM will provide Sponsor with access to a downloadable copy of the Medical Knowledge Module(s) licensed herein after full payment has been received for the invoiced License Fee.

Learning Sessions Faculty. The Sponsor will utilize ABIM Board Certified faculty who will provide participants with substantive educational content based on the Medical Knowledge Module question topics. ABIM will provide answers, rationales, and references for questions to the Sponsor as part of the downloadable content of the Medical Knowledge Module(s). This information will be provided to facilitate preparation for the Learning Session(s) by faculty only. By accepting this agreement, the Sponsor agrees to take all reasonable measures to ensure that faculty does not share the answers verbatim with session participants. Faculty and participants should collectively answer Medical Knowledge Module questions in a collaborative interchange.

Participants. The Sponsor may admit participants to Learning Sessions who are not participating in ABIM's MOC program. However, only ABIM diplomates who are up to date on all ABIM fees may submit Medical Knowledge Modules to ABIM for scoring, feedback reports, and granting of MOC points.

Costs. Sponsors are responsible for all costs associated with their Learning Session(s). The Sponsor may establish a fee for participation in the Learning Session(s); ABIM is in no way responsible for and will not reimburse fees charged by the Sponsor to physicians.

Feedback to ABIM. After each Learning Session, the Sponsor will provide ABIM with all relevant and useful feedback from participants and faculty regarding the Medical Knowledge Module(s) presented.

Intellectual Property Acknowledgment. The Sponsor hereby acknowledges and agrees that the Medical Knowledge Modules are proprietary to ABIM and are protected by United States and international copyright laws.

Restrictions. Sponsor agrees that it will not reproduce the Medical Knowledge Modules, in whole or in part, in any format, nor will it transmit, adapt, disseminate, or use the Medical Knowledge Modules other than in connection with Learning Session(s) held during the Event Period. The Sponsor will promptly destroy any Medical Knowledge Module materials remaining after a Learning Session is concluded.

Term and Termination. This Agreement shall commence on the date the Sponsor submits the Learning Session Order Form and indicates its agreement to the terms hereof, and shall continue through the conclusion of the Event Period. This Agreement may be terminated by either party upon written notice to the other party, however, the Sponsor may not terminate this Agreement after accessing the downloadable Medical Knowledge Module(s) licensed herein

Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles. Venue and jurisdiction of any disputes arising under this Agreement shall exclusively reside in the state and federal courts located in Philadelphia, Pennsylvania, and each party hereby waives any objection to such jurisdiction and venue.

Limitation of Liability. ABIM shall not be liable to Sponsor for indirect, incidental, or consequential damages arising out of the Sponsor's conduct of Learning Sessions or any of the terms and conditions of this Agreement. IN NO EVENT SHALL ABIM'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO ANY CLAIM RELATING TO THE LICENSE TO USE ABIM LEARNING SESSION CONTENT (INCLUDING MEDICAL KNOWLEDGE MODULES) EXCEED THE AMOUNT YOU ACTUALLY PAID FOR SUCH CONTENT.

Merger. This Agreement constitutes the entire agreement between the Parties, and, as such, supersedes all previous discussions and representations to the extent inconsistent herewith.

Relationship of the Parties. Nothing in this Agreement creates any agency or partnership or joint venture relationship between the Parties.

Modifications, Additions and Amendments. All modifications, additions or amendments to this Agreement must be made in writing and must be signed by both Parties.

Waiver and Severability. Any waiver by a party of any right under this Agreement shall not constitute a waiver by such party of such right in the future. Any clause or portion of this Agreement declared invalid shall not terminate or invalidate the remainder of this Agreement.

Captions and Headings. The captions and headings contained in this Agreement are for convenience of reference only and shall not modify, define, limit or otherwise affect the meaning of any of the terms or provisions.

Submission of this form indicates that you intend to be legally bound by the terms of this Agreement.

I understand and agree to the terms of this Agreement on behalf of Sponsor.

I attest that I have the authority to agree to the terms of this Agreement on behalf of my organization.