

*[VMA Logo or Letterhead]*

**Note – This is a sample document and may be modified as needed by the parties involved**

## **CO-SPONSOR AGREEMENT FOR CALIFORNIA STATUTORILY APPROVED CONTINUING EDUCATION**

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Name of Company: \_\_\_\_\_  
Company CE Director: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

- 1) This is an agreement between [name of VMA] (Provider) and [name of Company] (Company) to co-sponsor continuing education with the intention of providing California-approved continuing education for California-licensed [veterinarians/registered veterinary technicians] between [date] and [date].
- 2) Company agrees:
  - a) To pay an application fee of \$[amount].
  - b) To accept responsibility for providing California-approved CE that meets all provisions of California law including course content, quality, scientific integrity and speaker qualifications, with no commercial or personal bias.
  - c) To submit course topics, titles, speaker(s) and the number of CEUs to Provider for approval prior to the presentation.
    - i) To notify Provider within five business days of any change to CE presentation including topics, content, and speaker(s)
    - ii) That Provider retains the right to cancel this agreement if the CE presentation no longer meets the requirements of California as a result of changes.
  - d) To coordinate with Provider to schedule CE at a date and location acceptable to both parties
  - e) That the Provider's logo may be used only on printed, electronic or other marketing material used to promote or market CE program(s) co-sponsored by the Provider under the terms of this agreement and only for the period of this agreement. The logo may be sized, but not altered in any other way. Copies of all materials on which the logo appears, or other material that makes reference to Provider shall be sent to Provider's representative for approval as soon as they are available. Provider's name and logo may not be used for any other purpose.
  - f) To notify Provider in writing within two weeks of a change in the person designated as the Company Continuing Education Director.

- 3) Provider agrees :
  - a) That it is a California statutorily recognized provider or a provider approved by regulation.
  - b) To approve continuing education presentations that meet the following standards:
    - i) The content for the presentation is relevant to the practice of veterinary medicine,
    - ii) The speaker(s) is/are qualified by virtue of education and/or experience, and
    - iii) The content is not primarily intended to endorse the use/sale of a company, product, service or individual.
  - c) To verify and approve the number of CE units for each session and the total number of CE units available in advance of the offering as defined by California law\*.
    - i) A qualifying course shall be at least one hour in length.
    - ii) One continuing education unit (CEU) will be granted for each hour of CE (50 minutes of instruction and a 10 minute break).
    - iii) Courses or presentations in excess of one hour may be granted credit in 1/2 hour increments.
  - d) To issue a record of course completion to each attending licensee (e.g., letters of verification of attendance, certificates, grade slips, transcripts) upon completion of the CE course(s), containing the following information:
    - i) Name of licensee
    - ii) Course title
    - iii) Provider name and address
    - iv) Provider number issued by the approval entity, if applicable
    - v) Date of course
    - vi) Number of continuing education hours granted for the course
    - vii) Signature of course instructor, Provider or Provider designee
  - e) To notify Company of any change to Provider approved co-sponsor status.
- 4) Both parties retain the right to terminate this agreement for good cause.
  - a) Good cause includes, but is not limited to the following:
    - i) Failure to meet any or all provisions of this agreement
    - ii) Failure to comply with any provisions of the California Veterinary Medical Practice Act
    - iii) Any material misrepresentation of fact
  - b) Terminating party shall notify the other party in writing of the reason for termination.
  - c) The other party shall have a reasonable opportunity (not to exceed 30 days from notification, but in any case no later than 14 days prior to scheduled CE presentation date) to correct the deficiency or failure to the satisfaction of the terminating party.

Both parties agree to the terms of this contract

\_\_\_\_\_  
[Company] Continuing Education Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
[name of VMA] Officer

\_\_\_\_\_  
Date

\*Applicable California Law – Business and Professions Code, Section 4846.5 and California Code of Regulations, Sections 2085-2085.13, and 2086-2086.9