



American College of
Healthcare Executives
for leaders who care

Application

ACHE Higher Education Network

Please Type or Print in Ink.

Return completed application with the signed agreement.

1. University/College Identification:

Name of University/College:

Is this university/college accredited by a regional accrediting body recognized by the Council for Higher Education Accreditation (see list below), or if in Canada by the Association of Universities and Colleges of Canada?

Circle one: Yes No

If yes, please indicate the regional accrediting body:

- Middle States Association of Colleges
- New England Association of Schools and Colleges
- North Central Association of Colleges and Schools
- The Northwest Association of Schools and Colleges
- Southern Association of Colleges and Schools
- Western Association of Schools and Colleges
- The Association of Universities and Colleges of Canada

2. Program Information:

Name of Program Director:

Program Director's Contact Info:

Mailing Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-Mail: _____



American College of
Healthcare Executives
for leaders who care

Higher Education Network Application
Page 2

Name of Healthcare Management Program:

Is this application for a graduate or undergraduate program?

Graduate _____ Undergraduate _____ Both _____

Does this program offer an identifiable degree, major, or concentration in healthcare management?

Circle One: Yes No

If yes, what is the name of the degree, major, or concentration?

3. Authentication

I certify that the above information is complete and accurate.

Program Director's Signature

Date

Return this completed application and a signed Higher Education Network Agreement to:

Desmond J. Ryan, FACHE, CAE
Associate Director, Regional Services
American College of Healthcare Executives
One North Franklin St., Suite 1700
Chicago, IL 60606-3529

Phone: (312) 424-9325
Fax: (312) 424-2836
E-mail: dryan@ache.org



American College of
Healthcare Executives
for leaders who care

AMERICAN COLLEGE OF HEALTHCARE EXECUTIVES

HIGHER EDUCATION NETWORK AGREEMENT

This Agreement, effective the ____ day of _____, 201__, is made between the American College of Healthcare Executives ("ACHE"), an Illinois non-profit corporation, and <Insert Program Name> _____ a higher education program ("Program" for purposes of this agreement), for mutual consideration, who agree to work together for the benefit of healthcare administration students as follows:

1. NETWORK PARTICIPATION

ACHE hereby accepts the Program as a participant in the ACHE Higher Education Network with benefits and obligations enumerated in this agreement. The Program may identify itself as a "Participant in the ACHE Higher Education Network" in connection with the activities of the Program. The Program may not, in any other way, use the name or trademarks of ACHE in connection with its activities or the promotion of its activities.

2. OBLIGATIONS OF ACHE

In fulfillment of its obligations under this Agreement, ACHE shall:

- a) Provide the Program with a subscription (distributed electronically), at no cost, to each of the following: *Healthcare Executive*, the *Journal of Healthcare Management*, and *Frontiers of Health Services Management*.
- b) Provide the Program with one discounted tuition, at the Student Associate rate, for the program directors (or his/her designee) to attend the annual Congress on Healthcare Leadership.
- c) Provide the Program with tools and services, through a dedicated web site, designed to assist the program director in providing a valuable on-campus student organization.
- d) Maintain an online directory of the participants in the Higher Education Network based on information supplied by the Program.

3. OBLIGATIONS OF THE PROGRAM

In fulfillment of its obligations under this agreement, the Program shall:

- a) Encourage students enrolled in the Program to join ACHE as Student Associates.
- b) Encourage graduating students of the Program to become Members of ACHE.
- c) Inform ACHE of any changes to the contact and other information regarding the Program, including changes in the Program's accreditation status.



American College of
Healthcare Executives
for leaders who care

4. USE OF ACHE TRADEMARK AND COPYRIGHTED MATERIALS;
CONFIDENTIAL INFORMATION

The Program shall not use, or cause or permit to be used by any person, the logos, trademarks, service marks, trade names, or copyrighted materials of ACHE except to identify itself as a participant in the ACHE Higher Education Network as permitted in section 1 of this agreement.

In accordance with United States copyright law, the Program shall not make or cause to be made any copies of ACHE's educational materials or membership publications, or resell any of same, without ACHE's prior written consent.

5. SEPARATE ENTITIES

ACHE and the Program expressly acknowledge and agree that they are, and shall remain, separate entities and that no partnership or agency is created by virtue of this Agreement. As such, neither party shall be authorized to incur any liability, obligation, or expense on behalf of the other. The Program is not liable or responsible for the debts or obligations of ACHE and ACHE is not liable for the debts or obligations of the Program.

6. TERMINATION OF AGREEMENT

Either party may terminate this agreement, with all of its attendant rights and obligations,

- a) for any reason upon ninety (90) days written notice to the other party, and
- b) upon ten (10) days notice to the other party in the event of the other party's material breach of this Agreement.

From and after the date of termination, the Program shall cease to identify itself as a participant in the ACHE Higher Education Network.

7. WARRANTY; LIMITATION OF LIABILITY

7.1 NO WARRANTY. ACHE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) CONCERNING ANY EDUCATIONAL MATERIALS, EDUCATIONAL PROGRAMS, MEMBERSHIP PUBLICATIONS OR ANY OTHER ARTICLE OR SERVICE PROVIDED HEREUNDER. ALL GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE ARE HEREBY EXCLUDED.

7.2 LIMITATION OF LIABILITY. THE PROGRAM ACKNOWLEDGES AND AGREES THAT ACHE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH THE PROGRAM MAY INCUR FROM ANY CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE). IN NO EVENT SHALL ACHE BE LIABLE TO ANY PERSON FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF GOODWILL, OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND.

8. MISCELLANEOUS

8.1 Entire Agreement. This Agreement constitutes the entire Agreement between ACHE and the Program with respect to the subject matter hereof. This Agreement may be amended only by a writing executed by both parties.

8.2 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and venue for any litigation arising hereunder shall be Chicago, Illinois.



American College of
Healthcare Executives
for leaders who care

8.3 Waiver. Any waiver by either party to this Agreement of any provision shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present, or future.

8.4 Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions shall be enforceable to the maximum extent possible.

8.5 Successors and Assigns. This Agreement shall inure to the benefit of the parties and their successors and assigns. Neither party may sublicense or assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

8.6 Compliance With Laws and Insurance. Each party warrants that it has and shall continue to comply with all applicable laws, regulations, and other requirements that may affect its performance of this Agreement. Each party warrants that it shall make all required filings, such as annual corporate filings and tax filings, as may affect its corporate or tax status. Each party shall maintain appropriate liability insurance.

8.7 Notices. Any notice contemplated by, or made pursuant to, this Agreement shall be in writing and made by courier, facsimile, or mail addressed or directed to ACHE Regional Services at One North Franklin Street, Suite 1700, Chicago, Illinois 60606 or the Program at business address of the Program as shown in the records of ACHE at the time the notice is sent. Either party may change the address for notice by 10 days advance written notice to the other party.

Signature page to follow



American College of
Healthcare Executives
for leaders who care

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written above.

FOR THE:

Program Name: _____

(Signature)

(Printed Name)

Program Director (or other authorized representative of the Program)

Date)

FOR THE:

AMERICAN COLLEGE OF HEALTHCARE EXECUTIVES

(Signature)

Thomas C. Dolan, PhD, FACHE, CAE
President and Chief Executive Officer

Date)