

## **Terms and Conditions for the IBLCE® CERP Provider Programme**

As an entity offering Continuing Education Recognition Points (“CERPs”) programmes to International Board Certified Lactation Consultant® (“IBCLC®”) credential holders of International Board of Lactation Consultant Examiners® (“IBLCE®”), the undersigned organisation (“Provider”), by registering as a CERP Provider, agrees to the following Terms and Conditions (“Terms”), as they may be amended from time to time by IBLCE in its sole discretion and in accordance with these Terms.

### **Obligations of Provider**

1. Provider acknowledges and agrees to comply with and be bound by IBLCE®’s Short-Term Provider Guide, Long-Term Provider Guide, and other programme policies and procedures (the “Policies”), as updated from time to time and available online here: <https://iblce.org/resources/cerp-providers/>.
2. Provider acknowledges that IBLCE®, at its sole discretion, has the authority to accept or deny any programme(s) submitted for CERPs. IBLCE® may consider, among other things: whether a programme meets the Policies; whether the topics, programme author(s), and/or speakers are qualified under the Policies; and whether a programme is offensive or otherwise objectionable, aligned with IBLCE’s mission and purpose, or could constitute or encourage conduct that violates any law or the *International Code of Marketing of Breast-milk Substitutes* (“WHO Code”) and subsequent World Health Assembly (“WHA”) resolutions.
3. Provider shall retain all programme materials, including attendance rosters, for a period of six (6) years following the programme’s completion and shall make such materials available to IBLCE® upon request. IBLCE® may audit a Provider for any programme(s) that occurred within the past six (6) years. Provider must maintain capability to reproduce attendance verification for attendees upon request.
4. Provider shall provide payment to IBLCE® consistent with the payment terms outlined in the Policies.
5. Provider grants to IBLCE permission to use the Provider’s name to promote the Provider’s participation in the Programme as specified in the Policies. In the event of termination of these Terms & Conditions or Provider’s status as a CERP Provider, Provider shall immediately remove all IBLCE® trademarks and related approval language from its website and all marketing materials.
6. Use of IBLCE® Trademarks. Once approved for IBLCE® CERP Provider status, Provider shall prominently display the following on all materials promoting or referencing its IBLCE® accepted CERP Provider programmes: “[Name of Provider] has been accepted by International Board of Lactation Consultant Examiners® (IBLCE®) as a CERP Provider for the listed Continuing Education Recognition Points (CERPs) programme. Determination of CERPs eligibility or CERPs Provider status does not imply IBLCE®’s endorsement or assessment of education quality. INTERNATIONAL BOARD OF LACTATION CONSULTANT EXAMINERS®, IBLCE®, INTERNATIONAL BOARD CERTIFIED LACTATION CONSULTANT®, and

IBCLC® are registered marks of the International Board of Lactation Consultant Examiners.” Further, any and all use of any IBLCE marks used in the promotion of IBLCE accepted CERP Provider programmes shall be subject to IBLCE’s prior, express, written authorisation. IBLCE will require that any and all such instances of use of any IBLCE mark shall be restricted to the limited extent necessary to identify the subject matter of the IBLCE accepted CERP Provider programme.

### **Term and Termination**

The term of this Agreement shall begin on the date signed by Provider (the “Effective Date”) and will continue in effect for one (1) year. The Terms will automatically renew for an additional calendar year, unless either Provider or IBLCE provides written notice of non-renewal within thirty (30) days prior to the renewal, upon successful payment of the annual then applicable fees and compliance with any other policies specified by IBLCE®.

These Terms may be terminated by either party in the event of a material breach by the other party that has not been cured within ten (10) business days after written notice thereof from the non-breaching party. These Terms & Conditions also may be terminated if a force majeure event beyond the control of either party makes the continuation of the Programme illegal, impossible, or commercially impracticable. Notwithstanding any other provision in these Terms, IBLCE may terminate Provider’s status as a CERP Provider if Provider’s conduct, in IBLCE’s sole and reasonable discretion, will negatively impact IBLCE’s reputation and goodwill.

### **Indemnification**

Each party will indemnify, defend, and hold the other party and its respective officers, directors, and employees harmless from any third-party claims, losses, injuries, or other damages (including reasonable attorney’s fees) arising out of the negligence or wilful misconduct of the indemnifying party in its performance relating to these Terms.

### **Additional Terms**

1. These Terms shall be governed by and construed under the laws of the Commonwealth of Virginia, United States, without reference to choice of law provisions, and are deemed to have been agreed upon by IBLCE® and Provider in the Commonwealth of Virginia. In any dispute arising out of these Terms, the prevailing party shall have its reasonable costs and attorney’s fees paid by the other party.
2. IBLCE® and Provider each hereby waives its rights to a jury trial, or any claim or cause of action based upon or arising out of these Terms.
3. IBLCE® and Provider are acting as independent contractors and not as an agent of, or partner or joint venturer with, the other party.

4. These Terms will be binding on Provider, its survivors, and permitted assignees. Provider may not assign its rights under these Terms, or delegate, or subcontract its duties under these Terms without the prior express written consent of IBLCE®. Provider understands and agrees that any attempted or purported transfer in violation of the foregoing shall be null and void and without effect.
5. These Terms contain the entire agreement between IBLCE® and Provider with respect to the subject matter herein. These Terms may not be modified by Provider, except in a subsequent writing signed on behalf of IBLCE® and Provider by their respective, duly authorised representatives. IBLCE® may amend these Terms upon not less than thirty (30) days' prior written notice to Provider.
6. Registration of Provider in accordance with these Terms and acceptance of Provider's CERPs does NOT constitute approval, certification, accreditation, warranty, or guarantee of Provider or its services by IBLCE®.

#### **Attestation of Authorised Representative**

1. In signing these Terms, I, an authorised representative of the Provider, acknowledge on behalf of my organisation that we fully understand that it is an application only that does not guarantee CERP Provider status, and any acceptance or denial of CERPs for any of our programmes is at the sole discretion of IBLCE® and may not be appealed.
2. I and my organisation further understand that any false statement or misrepresentation by us may result in the revocation of this application or CERP Provider status.
3. I and my organisation agree that programmes submitted for CERPs are free of conflicts as defined by the *International Code of Marketing of Breast-milk Substitutes* ("WHO Code") and subsequent World Health Assembly ("WHA") resolutions, including but not limited to any real or potential conflict of interest by programme speakers or sponsors.
4. By indicating agreement below, you consent to IBLCE processing the information on this form and all requested documentation that you provide in connection with this form for purposes of IBLCE reviewing and processing your application and, if applicable, all CERP Provider Programme purposes, in accordance with IBLCE's [Privacy Notice](#) and all applicable laws, rules, and regulations.
5. As an authorised representative with authority to bind the applicant organisation, I have read and agree to these Terms and if my organisation is accepted as a CERPs Provider by IBLCE®, it shall abide by such Terms and all policies issued by IBLCE®.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Organisational Title: \_\_\_\_\_

Organisation: \_\_\_\_\_

Organisation Website: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_