

# Establishing an Exercise is Medicine<sup>®</sup> National Center in Europe



<http://exerciseismedicine.eu/>

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## 1.0 Introduction

This manual is designed to assist you in your efforts to introduce Exercise is Medicine® (EIM) in your country. The EIM initiative seeks to advance the integration of physical activity into health systems as a standard in patient care for the prevention and treatment of chronic diseases.

Outlined in this manual are the specific steps required in developing an EIM National Center. These steps are intended to assist future partners develop a sustainable, multi-sectoral program that unites leaders from medicine, healthcare administration, public health, and exercise science. While the specific steps outlined in this manual may need to be adapted to your particular country, the underlying principles have evolved from our efforts in introducing EIM in more than 40 countries around the world.

As you advance through the process of developing a National Center, we encourage you to work closely with the EIM Global Center and the European Initiative for Exercise in Medicine® e.V. (EIEIM). Both the EIM Global and the EIEIM exist to provide you with guidance and support to make this process as seamless and efficient as possible.

Thank you for dedicating the time and effort in bringing EIM to your country. We feel that the promotion of physical activity through the healthcare sector is an extremely important initiative that has the potential to make a significant impact on the future health and wellness of a large segment of our population. We look forward to developing EIM in your country with you in the future!



Adrian Hutber, PhD  
Vice-President, Exercise is Medicine®  
American College of Sports Medicine



Jürgen Steinacker, MD, Dr. med,  
Chair, European Initiative for Exercise in  
Medicine®

## 2.0 Initial Steps

### 2.1 Determine EIM Presence in Your Country

The first step in the process of establishing an EIM National Center is to determine whether other individuals have established, or are working to establish, a National Center in your country. The easiest way to make this determination is to check the EIM Global Directory ([http://www.exerciseismedicine.org/eim\\_map](http://www.exerciseismedicine.org/eim_map)).

If an EIM National Center **already exists** in your country, please consider the following options in getting involved with the initiative:

- **Support Your National Center Advisory Board** – there are numerous opportunities for individuals from all fields and disciplines to become involved with EIM. To truly achieve a population level impact, National Centers are in need of all the assistance they can get. Contact you're the leadership of your EIM National Center using the email link on our EIM Global Directory webpage to discuss ways that you can get involved.
- **Become part of the EIM Network** – If you are not interested in a leadership role, there are numerous other ways to become involved. Work with your Advisory Board to implement EIM in your local region or become part of an EIM Professional Network being developed in your country.

If EIM **does not** exist in your country, we suggest that you begin by contacting the EIM Global Center. There may be individuals currently working to establish an EIM National Center with whom you can be connected. If no progress is currently underway in your country, we ask you to consider the following questions:

- What is your overall interest in working with Exercise is Medicine®?
- Are you interested in being part of a leadership team that oversees a multi-sectoral, national initiative?
- Are you willing to dedicate a significant amount of time, likely as a volunteer, over the next few years in developing EIM in your country?
- Or are you more interested in a specific area or sector of EIM (i.e., exercise professionals)?

We ask that you carefully consider these questions as taking on a leadership role in establishing an EIM National Center is a time-intensive activity that requires excellent collaborative and leadership skills, dedication, sacrifice, and flexibility in your schedule. If this sounds like something you are interested in being a part of - we encourage you to keep reading!

### 2.2 Determine Level of National Interest

For EIM to be successfully launched in a country, it is necessary to develop support for the initiative across a broad of leaders. Prior to starting the process of creating an EIM National Center, we suggest that you start by contacting national healthcare leaders and stakeholders to determine their level of interest in joining EIM. It is essential to identify and engage leading healthcare providers and their associations, public health officials, community leaders, exercise professionals, and other key stakeholders to ensure the success of your EIM National Center!

## 3.0 Developing an EIM National Task Force

### 3.1 Engaging Key Stakeholders

The next step in the process of establishing an EIM National Center is to convene a series of stakeholder meetings with key representatives with the goal of forming a temporary National Task Force (NTF). The NTF serves as the initial organizing body that will guide the formation of the National Center. Upon formation of the National Center, the NTF formally disbands and is replaced by the National Center Advisory Board.

It is essential that leaders from multiple professional fields and organizations are contacted and invited to participate in the initial EIM National Task Force Meeting(s). While there are no restrictions on the size and composition of the NTF, it is critical that stakeholders from all major sectors be included in these meetings from the very beginning. When identifying key stakeholders, four main objectives should be kept in mind:

1. Seek Partnerships with National Organizations. As you reach out to different leaders in your country, we encourage you to contact national organizations related to EIM, such as primary care, sports medicine, geriatrics/pediatrics, and exercise science. Involving these national organizations and/or institutions will give your National Center greater reach in establishing national presence, increasing your future impact.
2. Select Stakeholders Who Are Leaders in their Respective Fields. Key stakeholders should be leaders, and not just members, within their respective fields. These individuals should represent their associations and report back directly to the leadership of the association on the progress of the NTF.
3. Multi-Sectoral Representation. For EIM to be successful in a country there must be representative from multiple sectors. An NTF consisting primarily of medical representatives will lack the valuable perspective of exercise professionals and establishing linkages to existing community resources. In contrast, an NTF dominated by exercise scientists/exercise professionals may struggle to understand the complexities involved with integrating physical activity into a healthcare system.
4. Balance of Senior and Rising Professionals. In selecting individuals to participate in the initial NTF meetings, it is important to establish a balance between senior leaders and rising professionals. Typically, established leaders have a wide network of connections and vast experience in their field, but may have limited time to dedicate towards establishing and maintaining a National Center. Conversely, rising professionals may not yet have the same professional network or work experience, but may be more willing and able to dedicate their time and effort to advancing the mission, goals and programs of the National Center.

### 3.2 Convening National Task Force (NTF) Meetings

Once key stakeholders have been identified and engaged, the next step is to host a series of meetings that will lead to the formation of a NTF. It is important to remember that the NTF is a temporary leadership group established to explore the possibility of bringing EIM to your country. Therefore, these initial meetings should be exploratory in nature to discuss the



strengths that each key stakeholder brings to the table, opportunities and readiness for introducing EIM to your country, and to identify additional individuals and groups that should be included in the NTF meetings. Due to the national scope of the NTF, these meetings do not have to be conducted in person. We encourage groups to explore other methods (i.e., conference calls, group skype calls) to reduce the time and burden on stakeholders to participate in these initial talks.

As the NTF meetings progress, members should begin to focus on the following objectives:

- Discussing the mission and vision of the National Center (Appendix A);
- Identifying the priority initiatives of the National Center that are in alignment with the established mission and vision;
- Developing a series of short- and long-term goals, as well as timelines for these goals, over the upcoming one to five years;
- Determining the basic structure of the EIM National Center;
- Identifying the key stakeholders who will serve as the National Center Advisory Board members;
- Selecting an individual(s) who will serve as the Director of the National Center;
- If resources are available, discussing the selection and hiring of a Program Manager for the National Center;
- Selecting an institution that will officially host the National Center (see section 4.2).

## 4.0 Establishing the EIM National Center (NC)

### 4.1 Selecting the EIM National Center Advisory Board

As the members of the NTF complete the objectives listed in the previous section, the focus turns to transitioning to an official EIM National Center with the end goal of signing a Memorandum of Understanding (MOU) with the American College of Sports Medicine (ACSM), which hosts the EIM Global Center, and the EIEIM.

The first step in this process will be the selection of a permanent National Center Advisory Board. The MOU states that a National Center Advisory Board (NCAB) shall consist of at least five members. NCAB membership shall include at least one official representative (unless exempted by the EIEIM) drawn from each of the following stakeholder groups:

- 1) a national primary care physician organization; and,
- 2) a national sports medicine and/or sports science organization.

\* NC shall contact the Ministry of Health or similar governmental agency with authority over health in the Territory and invite the agency to appoint a representative to membership on the NCAB.

\* NC is highly encouraged to invite an academic representative for membership on the NCAB.

\* Other representatives from national organizations considered necessary for the long-term success of the EIM National Center may also be included as Advisory Board members.

There is no maximum number of NCAB members. However, to maintain equal representation of all sectors on the Advisory Board, **each organization represented on the NCAB shall have only one representative from a single organization, including the host institution**, unless exempted by the EIEIM. Additional individuals from the same organization may serve as non-voting members of the Advisory Board or lead working groups and sub-committees. The term length and function of Advisory Board Members shall be determined by the by-laws established by each EIM National Center (see section 4.3).

A list of the individuals and their voting status on the National Center Advisory Board is a required component of the MOU (see Appendix B). The EIM Global Center will request for this documentation to be updated annually by the National Center Advisory Board (see section 6.3).

### 4.2 Identifying a Host Institution

EIM National Centers must be “hosted” by an official institution/organization in each country to provide long-term stability. Potential host institutions may include academic centers (i.e., a university or college), non-profit organizations (i.e., a national sports medicine organization), or a healthcare system. The host institution will be responsible for the legal charter of the National Center, as well as receiving and distributing any funds generated (i.e., fundraising donations, sponsorships).

- We recommend that a host institution not be a part of a government institution. While the involvement of government institutions is highly encouraged, elected officials and their programs change, resulting in a shift in focus and priorities. This may lead to long-term instability of an EIM National Center. There is a greater likelihood of long-term

stability of a National if it is located in a more stable organization, such as a national sports medicine association.

- We also strongly recommend that an EIM National Center not be hosted in a small non-profit organization (or NGO) created by the Advisory Board for the express purpose of establishing an EIM National Center. Hosting the National Center in a private NGO may raise questions regarding the appearance of transparency, and may also limit the national scope and prominence of the initiative in the future.
- A last, but extremely important point, is that the MOU states that the host institution shall not retain control over the EIM National Center, its finances, academic property, or its activities. The host institution may place only one voting member on the Advisory Board. This clause has been added to the MOU to prevent a host institution from seizing control of the initiative and acting in their own best interests and against the desires of the Advisory Board.

Once a host institution has been identified, a brief description and logo of the institution will be required as a part of the National Center Launch Documentation (see Appendix C).

#### **4.3 Ratifying the Governance Structure of the EIM National Center**

A next recommended step is the development of by-laws to outline the governance structure and operating code for the EIM National Center. Items that should be spelled out in the by-laws include: selection of Advisory Board Members, election of Advisory Board leadership (i.e., the National Center Director), term limits, Advisory Board meeting schedule, voting procedures of the Advisory Board, governance of working groups, and oversight of National Center sponsored initiatives and programs. A modifiable template of National Center by-laws can be found on the Global Center website or by request of an EIM Global Center team member.

Key issues that must be developed by the National Center, which will be requested as a part of the EIM National Center Launch Documentation (see Appendix B), include:

- A mission and vision of the National Center;
- Priority initiatives of the National Center to achieve the mission and vision;
- Short- and long-term goals.

#### **4.4 Completing EIEIM**

A final requirement before officially completing the MOU is the completion of the EIEIM membership form and payment of dues. An example of the EIEIM membership form is found in Appendix D. Annual dues for membership in the EIEIM are 15 €/year. The MOU cannot be signed until the membership form has been completed and dues are paid.

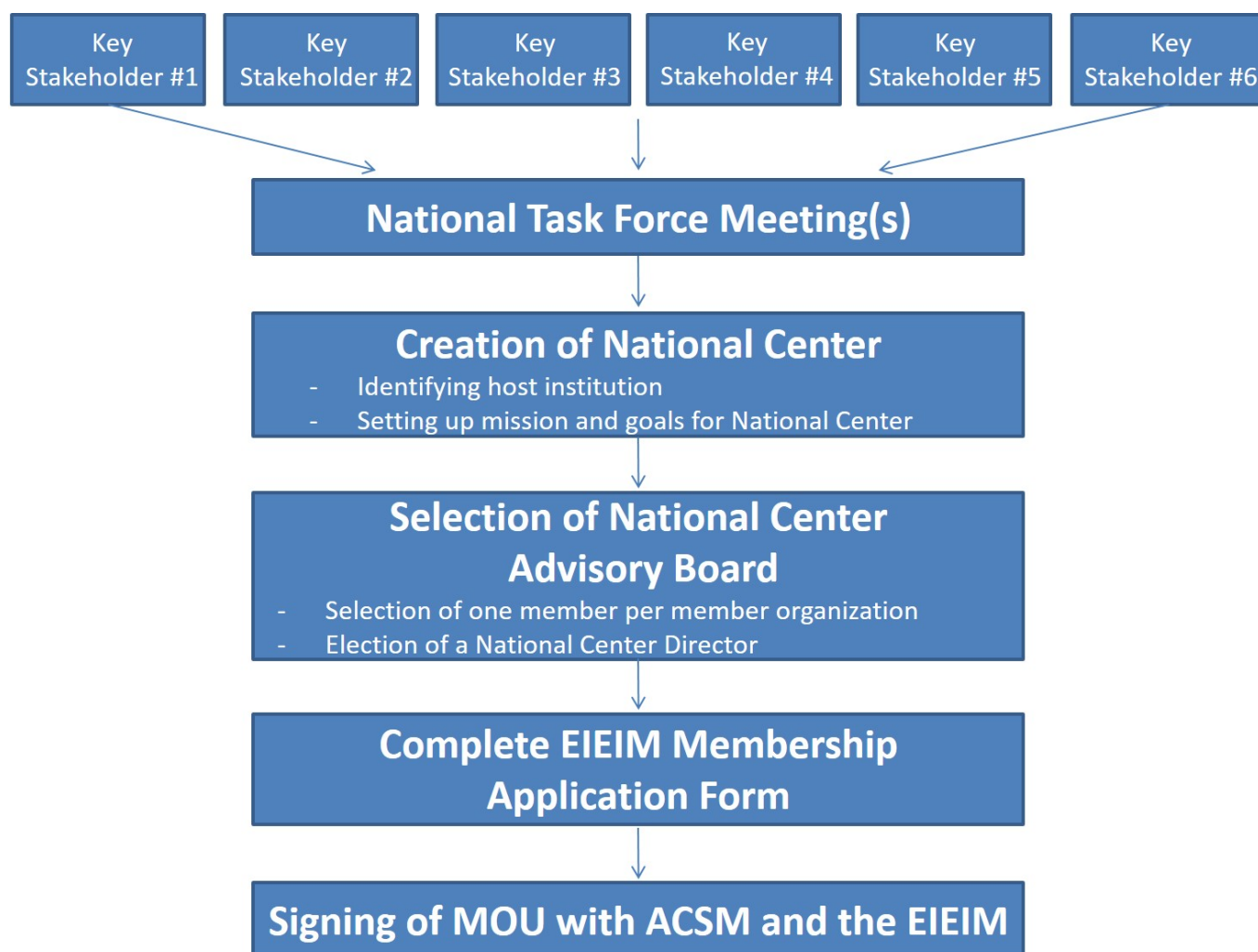


## 5.0 Completing the Memorandum of Understanding

After completing the steps outlined in section 4.0, the official completion of the MOU will include the following steps:

1. Request the most recent version of the MOU from the EIM Global Center.
2. Review the MOU with representatives from the EIM Global and EIEIM to ensure that the terms are understood and acceptable for all parties involved.
3. The MOU may be translated to the primary language of the National Center. However, the translation of the MOU shall be completed by the host country. An English version must be signed along with any translated versions. If there are any discrepancies in the language or interpretation of the MOUs, the English version will serve as the final version.
4. The signing institution shall enter information on page one detailing the date of the signing, the name and address of the host institution, and the country of the National Center. If the MOU is being completed in another language besides English, this should be updated on page 4.
5. The official representative from the host institution shall initial and date pages 1-3 and 5 in the lower right hand corner before signing and dating the MOU on page 4.
6. The official signing may be done at any time or place. However, the MOU shall be signed first by the host institution, followed by the EIEIM Regional Director, and lastly by the CEO/Executive Vice President of ACSM. The signing of the MOU presents an opportunity to market and increase public awareness of EIM. Consider hosting a press conference and providing press releases of the official signing to local and national news and social media agencies. You may also elect to complete the signing of the MOU at an annual conference of the host organization.
7. Scan and email an electronic version of the signed MOU (or mail a hard copy of the signed documents if preferred) to the EIM Global Center.
8. The documentation will be sent to Dr. Jürgen Steinacker, Director of the EIEIM Regional Center, for his signature.
9. Finally, Mr. Jim Whitehead, the Executive Vice President and CEO of the American College of Sports Medicine, will sign the MOU officially establishing the EIM National Center.
10. An EIM Global Center team member will provide your team with either a scanned copy of the final document (via email) or a hard copy (if specifically requested) signed by all involved parties.

**Figure 1. Overview of the process for establishing an EIM National Center.**



## **6.0 EIM National Center Administration**

### **6.1 Developing Executive Committees and Working Groups/Sub-Committees**

Although only one member of a representative organization is permitted to serve as a voting member of the Advisory Board, it is highly recommend that, under the guidance of the Advisory Board, additional structures be developed within the National Center to engage other members, such as working groups and sub-committees that are tasked with specific functions for the EIM National Center. The NC Advisory Board may also elect to create an Executive Committee that carries out the day-to-day functions of the NC under the guidance of the Advisory Board.

In developing the mission and goals of the National Center, it is important to similarly align the administrative structure to help achieve these goals. Example of these functions could include: a) marketing and outreach, b) community engagement, c) research and evaluation, d) clinical practices, and e) credentialing and training.

### **6.2 Education, Training & Program Implementation**

The EIM Global Center strongly encourages each National Center to make one or more of the following strategies a focal point of their EIM programming:

1. Education and training of healthcare providers
2. Education and training of exercise professionals
3. Implementing the EIM Solution in healthcare systems

These three strategies embody the basic principles of EIM and should be considered as essential elements of a successful National Center. To this end, it is highly recommended that separate working groups or sub-committees be developed to specifically oversee the growth of each of these strategies.

### **6.3 Annual Reporting**

The EIM Global Center reserves the right to request updates on activities performed by EIM global partners on an ongoing basis. These updates may include, but are not limited to: the number of EIM educational trainings conducted, the number of professionals trained, the number of healthcare or fitness professionals in their professional network, and the number of hospitals and healthcare systems that have adopted the EIM solution. This information should be maintained by each NC as part of their ongoing evaluation and data recording process.

The EIM Global Center also reserves the right to request annual updates on the structure and function of the NC. These updates may include, but are not limited to: updated contact information for the NC Director, Manager, and Advisory Board Members, a description of activities and accomplishments from the previous year, reports from the NC Advisory Board meetings and communications from the previous year, and goals for the upcoming year.

## 7.0 EIM National Center Launch Sequence Checklist

- ☐ Identify whether EIM currently exists in your country
- ☐ Contact the EIM Global Center to express interest in bringing EIM to your country
- ☐ Convene a series of meetings with key stakeholders in your country working together as an EIM National Task Force
- ☐ National Task Force members create a framework for the by-laws of the future EIM National Center that include a mission and vision, as well as short- and long-term goals
- ☐ Elect a National Center Director and Advisory Board Members to oversee the direction and growth of the EIM National Center
- ☐ Identify a host institution for the EIM National Center
- ☐ Complete the EIM National Center Launch Documentation
  - Mission & Vision of the National Center
  - National Center Goals
  - Information on host institution
  - List of Advisory Board Members
- ☐ Download and complete the EIEIM membership form
- ☐ Pay annual EIEIM membership fee
- ☐ Complete the official signing of the EIM National Center MOU with the EIEIM and the ACSM

## **Appendix A – Mission and Goals of EIM National Center**

### **Mission of the EIM *(insert country name here)* National Center**

The Mission of the EIM \_\_\_\_\_ National Center is to make physical activity and exercise a standard part of a disease prevention and treatment medical paradigm in \_\_\_\_\_.

The Vision of the EIM \_\_\_\_\_ National Center is for physical activity to be considered by all healthcare providers as a vital sign in every patient visit, and that patients are effectively counselled and referred as to their physical activity and health needs, thus leading to overall improvement in the public's health and long-term reduction in health care cost.

### **Goals of the EIM *(insert country name here)* National Center**

The Goals of the EIM \_\_\_\_\_ National Center are to:

1. To increase the number of healthcare professionals who are assessing, prescribing and counselling patients in physical activity;
2. To increase the number of individuals meeting the \_\_\_\_\_ Physical Activity Guidelines; and
3. To encourage the appropriate use of qualified exercise professionals in the prevention and treatment of chronic disease.



## Appendix B – Description of National Center Advisory Board Members

The EIM (*insert country name here*) National Center Advisory Board consists of the following members representing the following organization(s):

<b>Member Name &amp; Advisory Board Position</b>	<b>Organization &amp; Position</b>	<b>Member Contact Information</b> (email & phone)
1. John Doe, MD Professor	National Association of... Director of...	johndoe@hotmail.com (011) 57-320-1212
2. John Doe, MD Professor	National Association of... Director of...	johndoe@hotmail.com (011) 57-320-1212
3. John Doe, MD Professor	National Association of... Director of...	johndoe@hotmail.com (011) 57-320-1212
4. John Doe, MD Professor	National Association of... Director of...	johndoe@hotmail.com (011) 57-320-1212
5. John Doe, MD Professor	National Association of... Director of...	johndoe@hotmail.com (011) 57-320-1212
6. John Doe, MD Professor	National Association of... Director of...	johndoe@hotmail.com (011) 57-320-1212
7. John Doe, MD Professor	National Association of... Director of...	johndoe@hotmail.com (011) 57-320-1212
8. John Doe, MD Professor	National Association of... Director of...	johndoe@hotmail.com (011) 57-320-1212
9. John Doe, MD Professor	National Association of... Director of...	johndoe@hotmail.com (011) 57-320-1212
10. John Doe, MD Professor	National Association of... Director of...	johndoe@hotmail.com (011) 57-320-1212

## **Appendix C – Description of Host Institution for the EIM National Center**

### *Example – The Changi Sports Medicine Centre (EIM Singapore)*

Changi Sports Medicine Centre is the largest multi-disciplinary sports medicine centre in Singapore, equipped with the latest technologies and a fully equipped gym for sports injury treatment and rehabilitation, performance enhancement, and weight management. The centre provides multidisciplinary care under one roof, with Sports Physicians, Sports Orthopaedic Surgeons, Sports Physiotherapists, Sports Trainers, Sports Dietitians and Sports Podiatrists to deliver integrated and holistic care for athletes.





### National Center - Application Form: Expression of Interest

Please complete this form and all required documents (see checklist) per email to:

Mark Stoutenberg: [MStoutenberg@med.miami.edu](mailto:MStoutenberg@med.miami.edu)  
and cc to Lisa Kempter: [lisa.kempter@uniklinik-ulm.de](mailto:lisa.kempter@uniklinik-ulm.de)

#### Applicant Contact Information

##### 1. Country for the EIM National Center:

\_\_\_\_\_

##### 2. Corresponding person:

Mr. ☐ Mrs. ☐ Dr. ☐ Prof. ☐

First name: \_\_\_\_\_

Address: \_\_\_\_\_

Surname: \_\_\_\_\_

Postcode/town: \_\_\_\_\_

Profession: \_\_\_\_\_

Country: \_\_\_\_\_

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

Telephone/Fax: \_\_\_\_\_

##### 3. Possible Members in the European Initiative for Exercise in Medicine e.V. (EIEIM)

###### National Centers

Exercise is Medicine® National Centers (one from every European state) support the mission of the EIEIM to promote health by increasing participation in physical activity. Membership applications will be reviewed by the EIM Global Center (ACSM) and the board of EIEIM. Please find further details in the EIM National Center Launch docum(ent).

###### Supporting organizations

Supporting organizations are European Organizations which would like to support the EIEIM and make use of the benefits, including usage of the logo (additional contract required) and/or getting allowance on the annual EIEIM congress fees. Supporting organization do not have a voting right.

##### 4. Membership fee

After approval of the application for membership, the regular membership fee (**15 €/year**) is due. Payment will be executed by SEPA Bank collection. There is no separate application fee.

#### Acknowledgement

By my signature I acknowledge the valid statutes of EIEIM as binding. I agree to the storage, transmission and processing of my personal data for purposes of the association, according to the regulations of the data protection act. The EIEIM statutes can be downloaded from our website: <http://exerciseismedicine.eu>.

I hereby express my interest for membership in the **European Initiative for Exercise in Medicine (EIEIM)**. I have read the statutes and conditions and I understand the privileges and responsibilities of membership. I certify that the statements on this application are true.

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

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



### EIM License and Operational Guidelines Agreement for EIM National Centers

This **EIM LICENSE AND MEMORANDUM OF UNDERSTANDING AGREEMENT FOR EIM NATIONAL CENTERS** (the "Agreement") is made and entered into as of the 13 January 2017 (the "Effective Date"), by and between **LEGAL NAME**, a corporation organized under the laws of **COUNTRY** with its principle place of business at **LEGAL SEAT** ("Licensee") and the **American College of Sports Medicine (ACSM)**, a nonprofit corporation with its headquarters at 401 West Michigan Street, Indianapolis, Indiana 46202, United States of America.

This Agreement includes also the **European Initiative Exercise in Medicine e. V.**, a democratic association of European National Initiatives for Exercise in Medicine organized under the laws of Germany with its principle place of business at Ulm, Germany ("EIEIM").

In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, both EIM Partners, intending to be legally bound, hereby agree as follows:

#### 1. Common Goals:

- i. Promoting the concept that physical activity: (1) is integral to the prevention, cure and care of disease and should be a standard part of the disease prevention and medical treatment paradigm; (2) should be regularly assessed as part of all medical practice; and, (3) should be considered as a vital sign by all health care providers for patients to be effectively counseled by their physician, including referral to a qualified health, fitness or allied health professional for further counseling.
- ii. Promoting public awareness of physical activity, fitness, health, and wellness, highlighting the importance of health service providers in maintaining and improving fitness, health and wellness and generating research evidence for the cost effectiveness of physical activity for disease prevention and treatment.
- iii. The primary goal of the parties shall be to advance the standing of health care providers within the territory assessing the physical activity levels of their patients and either providing an exercise "prescription" or a referral to a qualified health, fitness or allied health professional for further counseling (the "Goal").
- iv. Licensee (the host institution) and ACSM support and intend through this Agreement to form a National Center ("NC") in the "Territory" of Germany.
- v. Licensee agrees to apply for membership in the European Initiative Exercise in Medicine e. V. (EIEIM) and to fulfil all requirements of a member of the EIEIM as required by the statutes of EIEIM.
- vi. EIEIM acts a Regional Center Council ("RCC") of the Exercise is Medicine® Global Health Initiative (Global EIM) and is the governing body of Global EIM in Europe, with territory as defined by the membership states of the Council of Europe and Israel.
- vii. Global EIM, EIEIM and NC agree that they will respect the territory and their responsibilities at the global, regional and national level. With respect to this Agreement, they will not approach each other's' educational or industry partners, without written consent.

**2. Existence of NC:** Licensee shall be responsible for initially establishing the NC which shall be subject to the following requirements:

**a) Establishment:**

- i. NC shall establish a NC Advisory Board (NCAB) that shall consist of at least 5 members unless exempted by ACSM pursuant to the recommendation of the EIM Global Center ("EIMGC").
- ii. NCAB membership shall include at least one official representative drawn from each of the following stakeholder groups: (i) a national primary care physician organization; and, (ii) a national sports medicine and/or science organization (unless exempted by recommendation of EIMGC).
- iii. NC shall contact the Ministry of Health or similar governmental agency with authority over health in the Territory and invite the agency to appoint a representative to membership on the NCAB.
- iv. NC is highly encouraged to invite an academic representative for membership on the NCAB.
- v. NCAB shall accept no more than one representative from a single organization, including the Licensee organization, for membership unless exempted by recommendation of EIMGC or EIEIM.
- vi. This MOU will be co-signed by EIEIM, after being granted membership to EIEIM.
- vii. NC cannot obtain a MOU without being a member and fulfill the membership duties in EIEIM.
- viii. 1 (and only 1) official representative from each NC within the Territory will be an official representative for EIEIM with additional members according to the membership regulations.
- ix. EIEIM can require proper identification of the legitimization of an NC.
- x. NC invites EIEIM as observer to official meetings

**b) Governance:**

- i. NCAB shall at minimum hold quarterly meetings, either in person or via teleconference, to advance the Goal within the Territory, set goals, strategies, and timelines, and achieve such goals, strategies and timelines, which shall be reviewed and updated on at least an annual basis.
- ii. NCAB decisions shall be made by majority vote of a quorum of NCAB members necessary to take a vote.
- iii. NC shall make good faith efforts to secure sufficient funding to hire a service provider ("NC Manager") to manage tasks assigned by and otherwise support the NC to further the advancement of the Goal within the territory.
- iv. A guideline job description for the NC Manager may be provided by ACSM from time to time, subject to customization, as mutually agreed, by the NC, EIEIM and the EIMGC.

**c) Licenses:**

- i. Licensee shall support NCAB by receiving and distributing funds related to the use of any marks licensed under this Agreement or advancement of the Goal within the Territory in accordance with and pursuant to the directives of the RCC & EIEIM
- ii. Any sponsorship agreement being considered by EIEIM or NC that would be deemed competitive with that of an EIM Global Partner requires review and discussion with the EIM Global Center for consideration of potential implications to the respective EIM Global Partner.
- iii. Sponsorship related to products in the following areas is strictly prohibited: firearms, tobacco, alcohol;
- iv. NC understands and acknowledges that ACSM has contracted and maintains relationships with certain entities ("EIM Global Partners" – "GP") that hold worldwide licensing and other rights that include the Territory as identified in the master list of GP that EIMGC, or its designee, maintains and has made available to NC (see Exhibit 2). Any use of trademarks licensed under this Agreement shall be subject to and in compliance with any GP, and Licensee shall include in all media, including without limitation electronic and print media, the logos of GP in the Territory unless otherwise exempted by EIMGC.



- v. NC exposes global sponsors in all materials provided as global sponsors at the EIEIM activities. When global sponsors want to have broader representation in an event or for a purpose organized or developed by NC, EIEIM or member organizations, they agree on reasonable financial and management terms, which are appropriate for an event, or a purpose. Global sponsors cannot request to receive dedicated marketing efforts from local RCC or from EIEIM for free.
- vi. For all third party sponsor contracts, Licensee shall apply as directed in such third party sponsor contract 100% of monies allocated to a specifically identified event or purpose. This is also applied for EIEIM and all other RCCs for additional sponsor contracts with a global sponsor for a specific event or a purpose. Licensee shall have the right to enter into contracts with third parties within the Territory and benefitting NC. Licensee shall have sole responsibility for all such contracts and shall hold harmless, defend and indemnify ACSM and EIEIM from any and all claims or harm that might result from or in any way are related to such contracts. Any third party contract that has a third party sponsorship component shall be subject to the following provisions and restrictions: Sponsorship related to products in the areas of firearms, tobacco, alcohol is strictly prohibited.

**3. Confidentiality, Non-Compete and Insurance:** Licensee and NC shall take all reasonable steps to ensure the confidentiality of this Agreement and any agreements entered into by ACSM and/or EIEIM and Licensee pursuant to the license granted in this Agreement.

**4. Indemnity for ACSM and EIEIM:** Licensee and NC shall indemnify and hold harmless ACSM and EIEIM, their affiliates and their respective officers, directors and employees from and against all costs, expenses, damages, claims, obligations and liabilities whatsoever from facts or circumstances not attributable to ACSM or EIEIM including, but not limited to, all costs arising out of the acts or defaults, whether negligent or not, of NC, NC's agents, sub-contractors and employees.

**5. License Terms:**

- a. ACSM owns the trademarks listed in Exhibit 1 ("Licensed Trademarks") together with the associated goodwill and related trademark registrations.
- b. ACSM uses, or intends to use or license use of, the Licensed Trademarks worldwide in association with goods and services identified in Exhibit 1 (the "Goods and Services") to advance the Goal.
- c. Subject to the terms and conditions of this Agreement, ACSM hereby grants to Licensee during the Term (defined below), and Licensee hereby accepts, a limited, terminable, sub-licensable, right and license to use the Licensed Trademarks in association with the Goods and Services in the Territory.
- d. ACSM shall be notified of proposed trademark agreements ("agreements") between NC and Sub-licensees and shall have the right to revise and question the agreements within a period of 30 days after notification. EIEIM should be notified about such agreements and can question the agreements within that period. If the proposed agreement is within the rules of this Agreement then new agreement shall become effective 30 days after notification.
- e. The term of this license shall be five years from the Effective Date.
- f. Licensee shall use the Licensed Trademarks only in association with the Goods and Services, and only in the form shown on Exhibit 1 hereto, unless otherwise directed in writing by ACSM. ACSM may from time to time provide EIEIM with versions of the Licensed Trademarks that have been modified to account for language differences or other convenience in the Territory. ACSM shall own and retain all rights in such modified Licensed Trademarks.
- g. In case of serious violations of this Agreement, ACSM and EIEIM shall have the right to terminate all licenses granted under this Agreement by providing written notice to Licensee. Serious violations include termination or insolvency of the NC, sponsorships in prohibited areas, sublicense agreements outside the Territory and apparent inactivity for more than 12 months. ACSM and EIEIM shall also, at their sole and absolute discretion, have the right to terminate all licenses granted under this Agreement without cause by providing written notice to Licensee if NC is failing to advance EIM within the Territory

because NC has departed from the EIM global vision, is failing to set satisfactory goals or is failing to execute stated goals that ACSM and EIEIM deem essential to success. For all material which is generated within ACSM, EIEIM or NC for non-profit use (e.g. scientific and public information), both parties agree that they can use that without charges. The legal regulations according to copyright and authorship are respected; underlying copyrights for material may exist and should be displayed.

- h. Licensee shall be responsible for complying with any laws, rules, regulations or other requirements related to the legality and enforceability of this Agreement in the Territory by appropriate means. Licensee acknowledges that EIEIM has its own trademark (Display 3). Licensee and EIEIM shall retain sole global ownership of all materials which they provide to ACSM.
- i. Both parties agree that the appropriate use of the license trademarks and Goods and Services by EIEIM or any other entity is the interest of both parties. Therefore, both parties agree to take reasonable actions to protect the trademarks, Goods and Services.
- j. ACSM and EIEIM will support Licensee by appropriate means in efforts to enforce the Agreement and protect the trademarks within the Territory.
- k. Both parties agree that the Goods and Services are subject to quality control requirements and that they will periodically discuss the desired outcomes related to these Goods and Services
- l. Upon expiration or termination of this license, all rights and licenses granted to Licensee hereunder shall terminate. In the event this Agreement is terminated, Licensee will not continue to use Goods or Services owned by ACSM or to use the ACSM trademark. Licensee may continue to use Licensee owned Goods and Services with the ACSM trademark for a reasonable period in which Licensee will change the appearance of Licensee Goods and Services to bear only the Licensee trademarks. Concepts, ideas, and activities are exempt from regulations unless an activity has specifically been identified in Exhibit 1. The termination has to be agreed in an agreement of termination. In case of termination of this agreement, the existing rights of licensees are to be protected or transferred.

- 6. **Language:** This Agreement shall be executed in English.
- 7. **Writing Required:** The provisions of this Agreement may be changed only by a written agreement specifying such amendment, referring to this Agreement, and executed by duly authorized officers or representatives of the Parties.
- 8. **Survival of Provisions:** The provisions of this Agreement related to the Licensed Trademarks, quality control, obligations upon termination, modification, and survival, and any other provisions that by their nature should survive, shall survive the expiration, termination or cancellation of this Agreement.
- 9. **Governing Law:** This Agreement shall be governed by the laws of the United States of America and the site of dispute would be Indianapolis, IL, without resort to its conflict of law provisions.

The Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives effective as of the Effective Date:

**AMERICAN COLLEGE OF SPORTS MEDICINE, INC.**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**EUROPEAN INITIATIVE FOR EXERCISE IN MEDICINE e. V.**

By: \_\_\_\_\_  
 Print Name: Jüergen M. Steinacker, Prof. Dr.  
 Title: Chairman  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**NATIONALE INITIATIVE EXERCISE IS MEDICINE - COUNTRY**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## EXHIBIT 1

### Licensed Trademarks

1. EXERCISE IS MEDICINE
- 2.



### Goods and Services

Promoting the concept that physical activity: (1) is integral to the prevention and treatment of disease and should be a standard part of the disease prevention and treatment medical paradigm; (2) should be regularly assessed as part of all medical care; and, (3) should be considered a vital sign by all health care providers for patients to be effectively counseled by their physician, including referral to a qualified health and fitness or allied health professional for further counseling

Digital materials, namely, downloadable electronic publications in the nature of reports, charts, flyers, brochures, informational sheets and guides in the field of physical activity, health promotion and wellness.

Printed materials in the nature of reports, surveys, charts, pamphlets, flyers, brochures, leaflets, informational cards, informational sheets, guides and folders in the field of physical activity, health promotion and wellness.

Educational services, namely, conducting conferences and seminars in the field of physical activity, health promotion and wellness, and distribution of course material in connection therewith; providing on-line publications in the nature of reports, surveys, charts, pamphlets, flyers, brochures, leaflets, informational cards, informational sheets, guides and folders in the field of physical activity, health promotion and wellness.

Promoting public awareness of physical activity, health, and wellness, and the importance of health service providers in maintaining and improving health and wellness.

- 3.

