

# ELECTRONIC PARTNERING AGREEMENT

This is an agreement between the parties named below to use Electronic Data Interchange (EDI) technologies and techniques, for the purpose(s) and objective(s) set out below or as amended from time to time in writing by mutual agreement, and such further purposes and objectives as the parties may agree in writing from time to time with reference to this Agreement.

1. **Parties:** The parties to this agreement are: \_\_\_\_\_ (State Name & Workers' Compensation Agency Name) {hereafter referred to as the Jurisdiction} and, \_\_\_\_\_ (Insurer, Self-Insurer, Third Party Administrator, or other reporting entity; full legal name) {hereafter referred to as the Reporter} and all other companies within the Company named and authorized to write workers' compensation insurance or provide insurance related services within the named state.
2. **Purpose:** The Reporter is either required to file or may be allowed by law or regulation to file for itself or on behalf of customers or clients the following reports to the Jurisdiction.  
 First Report of Injury       Subsequent Report of Injury  
 Proof of Coverage
3. **Objective:** To test, initiate, implement, and maintain these reports through electronic filing per the Jurisdiction Implementation Guide dated \_\_\_\_\_.
4. **Exhibits:** A – D are annexed and incorporated in this Agreement, set forth the format, release and version of data transmissions from the Reporter, including original submissions and corrections or re-submissions as needed:
  - A. IAIABC Electronic Trading Partner Profile
  - B. IAIABC Electronic Transmission Profile -- Receiver's Specifications
  - C. IAIABC Electronic Transmission Profile -- Sender's Response
5. Both parties agree that the objective stated in Item 2 above is lawful, and performance hereunder shall be deemed complete performance of the parties' obligations under any law or regulation governing such objective. This document shall be deemed to fulfill any requirement on the part of the Reporter to apply to the Jurisdiction or any related governmental entity for permission to file information electronically.
6. Each party shall retain the content of data transmissions in confidence to the extent required by law.
7. The Reporter shall pay transmission costs for all reports being sent to or received from the Jurisdiction.

Agreed this \_\_\_\_\_ day (e.g., *eleventh or 11<sup>th</sup>*) of \_\_\_\_\_ (e.g., *February*), \_\_\_\_\_ (e.g., *2003*) by the parties or by their duly authorized or lawfully empowered representatives.

For the REPORTER:

For the JURISDICTION:

(Signature) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Name) \_\_\_\_\_

(Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Title) \_\_\_\_\_