

American Society for Healthcare Human Resources Administration (“ASHHRA”) Contract for Speaking Services

This Agreement (the “Agreement”) is made effective on the date of January, 13, 2022 between the American Society for Healthcare Human Resources Administration (“ASHHRA”), an Illinois not-for-profit company and you (“Speaker”) regarding Speaker’s original presentation, and any and all parts, portions or elements thereof, submitted to ASHHRA at any time (the “Presentation”) to be presented at ASHHRA Annual Conference & Exposition (“Event”) on April 24 to April 27, 2022.

Participation

- Speaker agrees to present at ASHHRA Annual Conference & Exposition in Phoenix, Arizona through April 24 to April 27, 2022. Speaker understands that Speaker will be presenting the session as part of ASHHRA Annual Conference & Exposition learning sessions.
- Speaker agrees to focus presentation on the submitted and reviewed abstract details.
- Speaker agrees to use ASHHRA templates and guidelines as specified, which will be synched to audio following the conference.
- Speaker understands presentation outline is due **March 2, 2022**, and the final Presentation is due **April 1, 2022** and must be on ASHHRA provided PowerPoint template. If materials are not submitted by this deadline, Speaker understands that the Presentation may be removed from the program.
- If Speaker wishes to provide additional handouts, Speaker will be responsible for printing the handouts for the maximum number of attendees in the classroom, ensuring delivery to attendees, removal from session room concluding presentation and all costs. Speaker understands all handouts must be approved by ASHHRA prior to reproduction and distribution at Event.
- Speaker will provide an abbreviated version of its presentation and agrees to give ASHHRA a right to reproduce and distribute copies of the abbreviated presentation to attendees of the Event and make available to members of ASHHRA.
- Speaker understands that Speaker is responsible for obtaining any permissions or rights necessary from third-party rights owners consistent with the intended use by and grant to ASHHRA as outlined in this Agreement.
- Speaker agrees not to sell Speaker’s own materials at Event.
- Speaker agrees not to use Event to sell or promote Speaker’s company, product, or services.

If applicable, speaker agrees to participate in the filming of a short video clip that will be used by ASHHRA for promotion and educational purposes on the ASHHRA website and Learning Portal. The contents of the recording are copyrighted by ASHHRA. All rights in the contents of the recording are reserved by ASHHRA, and may not be reproduced, downloaded, disseminated, transferred, or broadcast in any form or by any means, except with the express prior written approval of ASHHRA. Upon request and at the sole discretion of ASHHRA, ASHHRA may provide speaker with a copy of the edited video clip to be used exclusively by the speaker in promoting his or her services to potential clients. Rebroadcast of the video on the speaker’s website must be accompanied by the statement “Used with the permission of ASHHRA – American Society for Healthcare Human Resources Administration. All rights reserved.”

Editing of Work

Speaker agrees to deliver to ASHHRA a complete copy of the PowerPoint Presentation in electronic format and will also provide an abbreviated version as outlined in Section I that may be distributed to attendees and ASHHRA members. ASHHRA may return the Presentation to Speaker for revisions as ASHHRA deems necessary. Speaker acknowledges and agrees that ASHHRA shall have the right to edit, translate, or otherwise modify the Presentation to conform to ASHHRA’s standards of style and language usage, grammar, and punctuation, as well as organization and any other editorial standards ASHHRA deems reasonably necessary to maintain the high quality level it requires.

Cooperation

Speaker agrees to take all steps and execute, acknowledge, and deliver any documents or materials as may be necessary to effectuate the terms of this Agreement. Speaker shall promptly notify ASHHRA of all infringing or unauthorized uses of the Presentation of which Speaker becomes aware. Speaker agrees to cooperate with ASHHRA in any investigation or proceeding relating to any infringement or unauthorized use of the Presentation. ASHHRA shall have the sole right, at its expense, to bring any action on account of such infringements or unauthorized uses.

Right of Publicity

ASHHRA shall have the right to use Speaker's name, biography, and likeness in connection with its reproduction and distribution of the Presentation, including in advertising, publicity, and promotion.

Warranties

Speaker represents and warrants that: (i) the Presentation, and any slides, figures, illustrations, photographs, tabular, and other supplementary materials, are original of Speaker and do not libel anyone or infringe upon any copyright, privacy right, or any other right whatsoever of any other person or entity; (ii) to the best of Speaker's knowledge, the Presentation contains no matter that is scandalous, obscene, libelous or otherwise contrary to the law; (iii) Speaker has not entered into any other arrangement for the publication of the Presentation, in whole or in part, nor has any part of the Presentation been published prior to this Agreement with ASHHRA except as previously disclosed to ASHHRA in writing; (iv) Speaker owns all rights, title, and interest in and to the Presentation and has not encumbered or otherwise transferred any of these rights to another person or entity, including an employer, or to the public domain; and (v) Speaker has full power and authority to enter into this Agreement.

Indemnification

Speaker agrees to indemnify and hold harmless ASHHRA and its representatives, owners, affiliates, members, employees, successors, and assigns from and against all third party claims, demands, suits, judgments or proceedings, including all costs, expenses, and/or damages (including reasonable attorneys' fees and costs) arising to ASHHRA or which ASHHRA may incur or sustain by reason of Speaker's breach of this Agreements or any of the warranties contained herein to the extent such breach is caused by Speaker's gross negligence or willful misconduct. In no event will Speaker be liable for any consequential, incidental, indirect, special or punitive damages, losses, or expenses (including, but not limited to, business interruption, lost business, lost profits, or lost savings) even if ASHHRA has been advised of their possible existence.

Terms and Termination

Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. ASHHRA may terminate this Agreement immediately upon written notice to Speaker in the event that ASHHRA elects to cancel Event or upon Speaker's material breach of this Agreement and failure to comply with deadline dates.

Miscellaneous

The parties acknowledge and agree that Speaker is an independent contractor of ASHHRA and nothing in this Agreement shall be construed as making Speaker an employee, agent, partner, or co-venturer of ASHHRA. This Agreement constitutes the whole Agreement between Speaker and ASHHRA and may not be modified except by written agreement of both parties. Speaker's signature on this Agreement is required for publication of the Presentation and participation in the Event. This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns of the parties. This Agreement shall be governed by the internal laws of the State of Illinois without regard to conflict of law doctrines. In the event that any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision shall be modified to the extent necessary to render it enforceable or severed and as so modified or severed, this Agreement will remain in full force and effect. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall together constitute one instrument. A facsimile signature or manual signature delivered electronically shall be deemed to be an original signature.

The primary speaker and co-speaker(s) (if applicable) understands that ASHHRA does **NOT** provide honorariums and will **NOT** reimburse expenses. The primary speaker will receive one complimentary conference registration. Learning session co- speakers will receive a 25% discount for conference registration, with a maximum of **2** co-speakers. It is the responsibility of the primary speaker to inform co-speaker(s) of any updates, requests, or changes, on behalf of ASHHRA.

The parties have hereunto executed this Agreement as of the date first set forth above.

Speaker Signature:

Date: