



AMERICAN CHIROPRACTIC ASSOCIATION WEBINAR SPEAKER AGREEMENT

This Agreement is entered into on _____ (the Effective Date) between **AMERICAN CHIROPRACTIC ASSOCIATION, INC.** (hereinafter referred to as “ACA”) a Delaware corporation, 1701 Clarendon Boulevard Ste 200, Arlington, Virginia, 22209, and _____ hereinafter referred to as “Speaker”) whose address for the purpose of this agreement is _____.

The ACA and Speaker agree as follows:

ACA will:

1. Advertise the webinar through various communication channels.
2. Provide a learning environment that is free from commercial advertising.
3. Follow Providers of Approved Continuing Education (PACE) standards of quality for continuing education.
4. Handle webinar registration through the ACA website and assist participants throughout the webinar process.
5. Provide the ACA-branded PowerPoint template to speakers.
6. Train speakers on how to use the webinar delivery platform prior to the event.
7. Manage the course production and delivery process.

The Speaker will:

1. Present the following webinar _____ on this date: _____
2. Submit required materials (e.g., Session Information Sheet, PowerPoint, Assessment of Learning Worksheet, and other pertinent course resources) by the deadlines set forth by ACA.
3. Use the ACA-branded PowerPoint template.
4. Grant ACA permission the right to use the speaker’s name, voice, photograph, and biography in connection with the presentation and any other materials.
5. Adhere to ACA’s continuing education standards related to disclosures, copyright and exclusion of promotional content:
 - a. Disclosures: Speakers are required to disclose any real or apparent conflict(s) of interest that may have a direct bearing on the subject matter of the presentation. This includes disclosures of any financial interest/arrangement or affiliation with any organizations that could be perceived as a conflict of interest in the context of their presentation subject matter. The disclosure must appear immediately following the title slide and it must be stated verbally in the presentation.
 - b. Permissions: Speaker represents and warrants to ACA that he holds all necessary rights with respect to the Work developed or created by her/him and that the use, reproduction, distribution or transmission of the these materials will not violate any criminal laws or any rights of third parties, including but not limited to infringement or misappropriation of any trademark, patent, copyright, trade secret, or other proprietary right; false advertising, unfair competition, defamation, invasion of privacy or rights of publicity or celebrity; or violation of any other national, federal, state or local law or regulation. ACA reserves the right to terminate this Agreement upon 30 days written notice to ACA in the event of breach of this warranty. Speaker agrees to indemnify and hold harmless ACA against any loss, claim, damages or costs (including attorney fees) arising from the breach of this warranty.
 - c. Non-commercial requirements: Webinars should be free from advertising and promotion with the primary focus on education. If there is any product information or advertising on a brochure,

or if the instructor is paid in product or product credit, this requires a financial disclosure Statement from the Instructor(s). There are States that need sufficient detail of the commercial relationship and could possibly view this as a conflict of interest. This may result in a State not approving a course. Instructors should be reminded that they are obligated to disclose this information. PowerPoint slides will be reviewed for compliance prior to the live webinar. Violators of this policy will not be allowed to speak at a live or online event for one year with ACA following their presentation. This is a requirement for approval of continuing education credit and failure to comply jeopardizes ACA's ability to grant credit to online learners.

6. Participate in webinar training prior to the presentation.
7. Provide the live webinar from a location and with equipment that allows the speaker to conduct the session without background noise and interruption.
8. Login to the webinar 30 minutes before the beginning of the live webinar.
9. Grant ACA a non-exclusive worldwide right to reproduce, distribute, any part or all of the webinar presentation, including any written or visual material submitted in connection with the presentation, in whole or in part, in any media, including any audio or video recording of the presentation. The Speaker shall retain the copyright in the original materials and research developed by the Speaker and presented by the Speaker during the Webinar program

This program is designed to provide accurate and authoritative information with regard to the subject matter covered. It is presented with the understanding that neither the Speaker nor ACA is engaged in the rendering of legal, accounting or other professional service(s). The views and advice expressed by the Speaker are her/his own and do not necessarily reflect those of ACA.

This Agreement constitutes the complete understanding between Speaker and ACA and supersedes any prior understanding, if any, between them. No modification or amendment, nor any promise, waiver or representation, shall be valid or binding unless made in writing and signed by the party to be bound thereby.

The initial term of this Agreement will be twenty-four (24) months commencing on the Effective Date. The Agreement thereafter will be renewed automatically for successive one-year terms, unless either party gives sixty (60) days written notice of its intent not to renew prior to the end of any term. The parties agree that any update to the webinar information will be provided prior to the renewal of the initial or subsequent terms. Any indemnification made under this Agreement shall survive the termination of this Agreement.

The performance of this Agreement by either party is subject to acts of God, war, government regulations, disasters, strikes or threats of strikes over the conference dates, civil disorder, and curtailment of transportation facilities or any other emergency making it illegal or impossible to provide the facilities or hold the conference.

The Agreement will be construed in accordance with the laws of the Commonwealth of Virginia.

Speaker

American Chiropractic Association

Karen Silberman, Executive Vice President

Date

Date