

CONTENT LEADER LETTER OF AGREEMENT

This agreement (the “Agreement”) is entered into as of the date of last signature below, by and between the American Society of Association Executives, Inc. (“ASAE”) a District of Columbia non-profit corporation with its principal office located at 1575 I Street NW, Washington, DC, 2000 and [insert name of content leader], a/an [State] [entity type or resident] with its principal office located at [street address, City, State, zip] (“Content Leader”) in connection with ASAE’s [insert name of program] (“Program”). ASAE and the Content Leader are collectively referred to herein as the “Parties”.

1. Object and Scope of the Agreement

Content Leader shall provide to ASAE the services (“Services”) as described in the Scope of Work (“SOW”) attached hereto as Appendix A, or otherwise executed by the Parties, and incorporated by reference. Content Leader represents and warrants that the Services will be provided in a professional, competent, and timely manner, and in accordance with all applicable laws and regulations, and commensurate with industry standards. ASAE will cooperate with the Content Leader and will, to the extent reasonably possible, furnish the Content Leader with all information and data concerning ASAE, the Program and the Services which the Content Leader reasonably deems appropriate and requests.

2. Relationship of the Parties

Content Leader is an independent contractor, and nothing in this Agreement shall create an agency, partnership, employment, or joint venture relationship between ASAE and the Content Leader or any employees or agents of Content Leader. Content Leader will use independent judgment in completing the Services, will not be subject to ASAE’s day-to-day supervision or control, will use the Content Leader’s own equipment and facilities, and will otherwise avoid aspects of employment inconsistent with independent contractor status. Content Leader will have sole and exclusive authority and responsibility for all of Content Leader’s employees and agents, and will be solely responsible for all taxes, insurance, and benefits except as otherwise agreed in writing to be paid or reimbursed by Content Leader. For the avoidance of doubt, neither Content Leader nor its employees are entitled to benefits provided by ASAE to employees, including but not limited to worker’s compensation and unemployment insurance, vacation, health insurance and retirement benefits, for work completed on ASAE’S behalf.

3. Speaker Agreement on Terms of Ownership of Content

These Speaker Agreement Terms on Ownership of Content (the “Terms”) apply to the content of the presentation, including hand-outs, slide content, graphics, and audiovisual or audio clips (the “Presentation”), at any ASAE-sponsored event, whether in-person, virtual, or hybrid (the “Event”), and to any individual speaker or group of speakers, whether ASAE member or non-member and whether volunteer or paid (the “Speaker”). These Terms supersede any other agreement about the content of the Presentation by the Speaker at the ASAE Event and are deemed incorporated into any later agreement about the Presentation, unless expressly modified in writing by ASAE and the Speaker.

The Terms are divided into two sections: (A) the Speaker’s obligation to respect the ownership of content from others; and (B) allocation of rights in the Presentation at the ASAE Event.



The parties agree that these Terms do not create an obligation for ASAE to use the Presentation at an ASAE-sponsored event, and that ASAE may cancel or decline to use the Presentation at any time in its sole discretion, including if it determines that use of the Presentation may be harmful to its reputation, does not further its mission, may create the appearance of a conflict of interest, or for any other reason.

A. Respecting the Ownership of Content from Others

A-1. ASAE encourages the Speaker to be professional, authoritative, and accurate but also creative, passionate, and engaging in the Speaker's Presentation. At the same time, the Speaker is legally obligated to respect the ownership of content from others that the Speaker incorporates into the Presentation. Not only the Speaker, but also ASAE, are put at legal risk if the Speaker fails to do that.

A-2. The Speaker therefore warrants that the Presentation will not include any content that violates, or infringes upon, any copyrights, trademarks, trade secrets, patents, personal privacy rights, data privacy rights, or any other intellectual property rights of any kind of any third parties, that the Presentation is factually accurate, to the best of the Speaker's knowledge, and that the Presentation contains no content that is defamatory, harassing, or otherwise violates other rights of any third parties. The Speaker understands that there is no educational-setting exemption from infringement applicable to the ASAE-sponsored Event.

A-3. Accordingly, the Speaker warrants that all text, graphics, charts, photos, drawings, video, audio, including music, or any other content incorporated into the Presentation will be: (a) created by, and owned by, the Speaker, (b) subject to written permission from the owner to the Speaker authorizing its use in the Presentation, or (c) in the public domain (as defined in the US Copyright Act), unless use of the content does not constitute infringement because it is a fair use under the US Copyright Act.

A-4. If the Speaker believes any content is protected under the fair use exemption (such as quoting briefly from another's work for the purpose of criticism), the Speaker will specify the part of the content at issue when providing it for ASAE review, including the Speaker's basis for characterizing it as within the fair use exemption. The Speaker agrees not to use that content in the Presentation if ASAE requests that it not be used.

A-5. In particular and without limitation, the Speaker will not use video, music, or other audio content in the Presentation unless: (a) the Speaker has obtained, and provided to ASAE, written permission from the owner of the video, music, or other audio content to the Speaker authorizing use of the video, music, or other audio content in the Presentation, or (b) the video, music, or other audio content is in the public domain.

A-6. Where the Speaker has obtained permission to use content owned by others, the Speaker warrants that the use of that content in the Presentation will not exceed the scope of the permission, or violate any conditions, or exceed any limits, incorporated into the permission.

A-7. The Speaker understands that it is the Speaker's own responsibility to obtain any required permission or authorization to use the content of others; ASAE will not assist or advise in that effort. Each Speaker will be responsible to assure that they themselves, and all others in any group Presentation, comply with these terms on use of content owned by others.

A-8. The Speaker will provide the full content of the Presentation, including hand-outs and any written permissions for use of content owned by others and incorporated into the Presentation, no later than the date indicated in the Speaker Agreement or other direction from ASAE. Failure by the Speaker to comply may result in the Speaker being removed from the program for the ASAE-sponsored event.

B. Rights in the Presentation

B-1. The Speaker will own all rights, including but not limited to all intellectual property rights, in the Presentation except that the Speaker grants to ASAE an unlimited, permanent, nonexclusive, royalty-free license to all rights to the Presentation, including any hand-outs, under which ASAE may, at its discretion, copy, record, transcribe, publicly perform, publicly display, translate and use all or any part of the Presentation in the form provided by the Speaker or in any derivative form and in any media and format, whether now known or later developed, including for commercial exploitation but, in any event, with attribution to the Speaker. As to ASAE, the Speaker waives any and all moral rights Speaker may have in the Presentation.

B-2. The Speaker authorizes ASAE to use the Speaker's name, image, voice, credentials, and biographical information provided by the Speaker in connection with the use and promotion of any aspect of the Presentation and the marketing, publication, advertising, and related products and services of ASAE, including through social media tools. The Speaker warrants that the Speaker has full power and authority to grant this release and license.

B-3. If ASAE, at its discretion, selects the Speaker's Presentation to become an online (live streamed and/or on-demand) ASAE-sponsored education course, the Speaker will, upon request, provide a fifteen-question multiple choice or true/false quiz with answer key within a reasonable timeframe specified by ASAE.

4. Intellectual Property

Each Party's name, trademarks, pre-existing works or materials, and other intellectual property shall remain the property of the respective Party, and shall be used by the other Party only in performance of this Agreement or as otherwise authorized in writing by the respective Party. All materials, content, data, or deliverables created or produced by Content Leader within the scope of this Agreement ("Work Product") shall be deemed works made for hire and the property of ASAE; Work Product shall not include the methodologies and processes employed by Content Leader in providing consulting and advisory services to ASAE, which shall remain the sole and exclusive property of the Content Leader. To the extent that any Work Product may not, by operation of law, be work made for hire, Content Leader by this Agreement irrevocably assigns, transfers, and conveys to ASAE all right, title, and interest in and to such Work Product, and agrees to give ASAE or its designees all assistance reasonably required to perfect such rights.

Content Leader retains the right to use, repurpose, and make derivative works from their content created in connection with the Program. This includes but is not limited to reusing concepts, examples, slides, handouts, and other materials in Content Leader's own presentations, writings, courses, and other derivative works.

5. Commercialization

Content Leader will not engage in any type of promotional marketing or selling of any product or service, nor will engage in behaviors deemed by past attendees to be overly salesy, such as distribution of collateral or

business cards, lead generation tactics, collection or distribution of attendee information through third-party vendors, multiple mentions about one's own company or client encounters, redirects to business websites for session materials/resources, etc., exclusive use of client examples or proprietary tools/models. Content Leader understands that given their position to influence or control content, Content Leader must disclose all relevant financial relationships and/or commercial interests immediately to ASAE. Content Leader understands and agree that their presentation must be educational in nature, neutral and unbiased, and free of observed commercial intent in both materials and delivery. Content Leader understands their appearance may not be construed to suggest that ASAE is endorsing, their employer, nor its products and services. Content Leader understands that those in violation of ASAE policy against unauthorized commercialization of educational programming may forfeit future speaking opportunities

6. Compensation

NON-PAID: The Content Leader understands that they will not receive any royalties, honoraria, reimbursement of expenses, or other compensation from ASAE in connection with the program or the rights granted in this agreement. Subsequently, the Content Leader understands they will not receive attendee rosters or contact information.

7. Confidentiality

Each Party (the "Receiving Party") acknowledges that it may be exposed to certain information, documents, materials, plans, and/or property related to the other Party (the "Disclosing Party") or its activities, and affiliated groups and their activities ("Disclosing Party Materials"), that may be considered confidential or proprietary, including but not limited to the terms and conditions of this Agreement, financial information, member information, trade secrets, data, intellectual property, or other information ("Confidential Information"). Each Receiving Party agrees not to use or disclose, or to cause or allow to be used or disclosed, at any time during or after the term of this Agreement, any Confidential Information of the Disclosing Party or others, except as specifically provided for in this Agreement or as otherwise specifically authorized in writing by the Disclosing Party or the owner of such Confidential Information, and to return, delete, or destroy (at the Disclosing Party's option) all such Disclosing Party Materials and Confidential Information upon termination or expiration of the Agreement. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law or court or governmental order or process (and in such event, the Receiving Party will provide the Disclosing Party with prompt notice and cooperate with the Disclosing Party to seek a protective order with respect to such Confidential Information). For the avoidance of doubt, Confidential Information does not include information rightfully disclosed to the Receiving Party by a third party with no obligation of confidentiality, or that is or becomes available from public sources through no wrongful act of the Receiving Party. Each Party acknowledges that any breach of these obligations of confidentiality may result in immediate and irreparable damage to the Disclosing Party and its affiliates, therefore the Disclosing Party shall be entitled to seek from any court of competent jurisdiction preliminary and permanent injunctive relief and an accounting of all profits and benefits arising out of such violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies to which the Disclosing Party may be entitled. The Receiving Party shall be responsible for any and every violation of these confidentiality provisions by its shareholders, directors, officers, employees, agents, advisors, and/or affiliates.

All terms of this agreement are strictly confidential and are not to be disclosed to any third party for any purpose except where required by law.

8. Term and Termination

- A. Term. The term of this Agreement shall begin when this contract has been signed by both parties and shall continue for a period of one year after completion of the Program unless terminated earlier as provided in this Agreement..
- B. Termination. If either Party materially breaches this Agreement, the nonbreaching Party, at its option, shall have the right to terminate this Agreement by written notice to the breaching Party unless the breaching Party remedies the material breach within thirty (30) days after receipt of such written notice. In addition, ASAE may terminate the Agreement at any time for any or no reason with (180 days) six months written notice.
- C. Program Cancellation. ASAE may cancel or postpone an offering of the program for any reason at any time upon notice to Content Leader. If Content Leader cancels, they must alert ASAE immediately and assist ASAE to find a suitable replacement.
- D. Force Majeure. The performance of this Agreement by either Party is subject to acts of God, war, government regulation, disaster, fire, epidemic, threatened or imminent strikes, civil disorder, curtailment of transportation facilities, threats or terrorist attacks, or other occurrence beyond the reasonable control of the Parties, preventing or unreasonably delaying the performance of this Agreement. This Agreement may be terminated or performance may be excused without penalty for any one or more of such reasons by written notice from one Party to the other.
- E. Effect of Termination. Upon expiration or termination of this Agreement, each Party shall return, delete or destroy any of the other Party's Materials or Confidential Information in its possession (at such Party's option). The Content Leader shall also provide to ASAE all incomplete work or work in progress that was intended to be delivered as part of any SOW. If applicable, ASAE shall pay Content Leader for the Services completed up to the date of termination, and any prepaid amounts not incurred shall be refunded to ASAE.

9. Indemnification and Insurance

Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party, its officers, directors, employees, and agents, from and against any and all suits, claims, damages, losses, liabilities, or costs, including reasonable attorneys' fees, resulting from the negligence, intentional misconduct, or breach of this Agreement by the Indemnifying Party or its officers, directors, employees, or agents. Each Party shall maintain appropriate and sufficient insurance to cover its obligations under this Agreement.

10. Notices

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing, shall reference this Agreement and shall be deemed to be properly give: (a) when delivered personally; (b) when sent by email; or (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be delivered to the addresses and individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the Party whose address has changed.

If to ASAE, to:



Betsy Piper/Bach, President
ASAE Business Services, Inc.
1575 I St. NW
Washington, DC 20005

If to Content Leader, to:

[Content Leader]

Attn: [_____]

[street Address]

[City State Zip]

Email:

11. Governing Law

This agreement shall be governed by the laws of the District of Columbia

12. General Terms

A. Waiver. Failure of any Party to seek a remedy for the breach of any portion of this Agreement by any other Party shall not constitute a waiver of such Party's right with respect to the same or any subsequent breach.

B. Construction. The Parties to this Agreement acknowledge that each of them has participated in the negotiation and preparation of this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments.

C. Amendment. No amendment or modification of this Agreement, or waiver of any term or condition contained herein, shall be valid unless in writing and executed by both Parties hereto.

D. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties, and the remainder of this Agreement shall remain in full force and effect.

E. No Third-Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, provided that no party may assign this Agreement without the prior written consent of the other party. Nothing in this Agreement, express or implied, is intended to confer, nor shall anything herein confer on, any person other than the Parties and the respective successors or permitted assigns of the Parties, any rights, remedies, obligations or liabilities.

F. Survival. Any provisions herein which by their nature should survive the expiration or termination of this Agreement shall so survive.

G. Captions; Interpretation. All captions and headings in this Agreement are for the purposes of reference and convenience only and shall not limit or expand the provisions of this Agreement.



H. Arbitration. All disputes arising out of this agreement that do not require immediate injunctive relief shall be settled upon application of any such Party by arbitration in the District of Columbia, in accordance with the rules then prevailing of the American Arbitration Association (AAA), and judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The arbitration shall be conducted by one arbitrator appointed by the AAA (the "Arbitrator") who shall conduct such evidentiary or other hearings as he deems necessary or appropriate and thereafter shall make his determination as soon as practicable. The Arbitrator shall have the authority to impose sanctions for the abuse or frustration of the arbitration process.

I. Entire Agreement. This written Agreement contains all of the agreement, undertakings, obligations and accords of the Parties hereto and supersedes any and all other agreements between the Parties. Further, this Agreement specifically incorporates all agreements between the Parties entered into as a result of any prior oral conversations. There have been no oral representations made by any Party hereto to any other Party for the purpose of inducing the execution of this Agreement, which have not been incorporated into this Agreement.



IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives on the respective dates entered below.

American Society of Association
Executives
1575 I Street NW
Washington, DC 20005

[Content leader]
[Street address]
[city, State zip]

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Taxpayer ID, if applicable:

Appendix A

Scope of Work

Project: Work with ASAE leadership to provide Content in connection with the ASAE's Program.

Attendance: Content Leader will be in attendance for the program during the entire duration, including a planning meeting and pre-event tech rehearsals. Content Leader should plan to arrive 30 minutes prior to the start of the program and be present and available until the end of the program, prior to departing. The program itself will be held on the LMS from [insert date and time of program including time zone].

Deadlines: Content Leader agrees to comply with all program-related deadlines provided by ASAE.

- Content Leader Profile Completed (Bio and Photo) [Deadline date]
- Recordings submitted to ASAE [Deadline date]
- 2-5 quiz questions on content submitted to ASAE [Deadline date]

Program Development: Periodically, Content Leader(s) will collaborate with ASAE staff and additional Content Leaders or Subject Matter Experts (SMEs) outside of program offerings when it pertains to the design and development of the program curriculum and participant experience. Where appropriate and when mutually agreed, collaboration may take place through various virtual platforms.

Program Materials: Content Leader agrees to use the PowerPoint, handout templates, logos and materials provided by ASAE for any presentation and/or handouts utilized in connection with the program and agrees not to use these templates and logos in any way except in connection with this or other ASAE programs.

Content Leader understands that program materials, which include presentation and handouts, all visual aids, reference materials, supplements), etc., must be reviewed by ASAE for legal, branding, and educational variables prior to use.

Ownership of Content: Content Leader understands that any recording of their own presentation is expressly prohibited. Upon request, ASAE will provide Content Leader with one complimentary copy of the recording (if applicable), which Content Leader may use for my personal archival use, however, Content Leader agree not to sell, distribute, or otherwise use the recording in any other way, except with the prior written consent of ASAE.

Other Terms: This Agreement contains the entire agreement, understanding, and arrangement between ASAE and Content Leader about the subject of the Agreement. This Agreement replaces and nullifies any other agreements, understandings, and arrangements between ASAE and Content Leader about the subject of this Agreement. This Agreement can only be changed if ASAE and Content Leader agree to the changes in writing. This Agreement is to be interpreted and enforced under the laws of the District of Columbia, United States of America.