

**CMSNE SPEAKER AGREEMENT**

This Speaker Agreement (“Agreement”) dated this \_\_\_\_\_ day of \_\_\_\_\_, (the “Effective Date”) is made by and between The Case Management Society of New England, Inc., a not-for-profit corporation incorporated and operated under the District of Columbia Non-profit Corporation Act (“CMSNE”), and \_\_\_\_\_ (“Speaker”), under the following terms and conditions:

1. **Scope of Presentation.** Speaker agrees to perform the Presentation as described below:

Name of Presentation: \_\_\_\_\_

Topic: \_\_\_\_\_

Presentation Location: \_\_\_\_\_

Start Date (“Start Date”): \_\_\_\_\_

End Date (“End Date”): \_\_\_\_\_

Presentation Start Time: \_\_\_\_\_

Presentation End Time: \_\_\_\_\_

2. **Term.** This Agreement shall commence on the Effective Date and continue through the completion of the Speaker’s obligations under this Agreement, unless terminated according to Section 15 herein.
3. **Compensation.** In consideration for Speaker’s performance hereunder, CMSNE shall compensate Speaker as full payment for all fees and expenses, including out-of-pocket costs, the total sum of \$\_\_\_\_\_. Speaker shall be responsible for any and all costs and expenses not specifically set forth in this Section 3.

Additional payment terms, if any, are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **Safeguarding Confidential and Protected Health Information.** Speaker shall comply with all applicable federal, state and local laws and regulations relating to patient confidentiality, privacy and security, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
5. **Continuing Education (“CE”) Approval.** For purposes of CE approval, Speaker agrees to abide by all CMSNE deadlines contained in the Speaker’s packet (the “Packet”). In addition, Speaker will provide CMSNE with the following:
- Speaker’s current curriculum vitae/resume
  - A summary biography
  - An abstract of the Presentation

- The Presentation's Stated Behavioral Objectives (*what the attendee will learn at the end of the Presentation*)
  - 8 multiple choice questions related to the material covered in the Presentation
6. **Supplemental Materials.** Speaker shall submit supplemental materials (such as a copy of Speaker's PowerPoint presentation) to CMSNE (or a similar form of supportive information) by the Supplemental Materials Deadline contained in the Packet. Supplemental Materials must be approved by CMSNE, in its sole discretion, prior to the Presentation and must be submitted in **hardcopy or electronic format only**. Any copyrighted materials submitted to CMSNE by Speaker must be accompanied by a signed release by the publisher, author or other authorized person. Speaker is responsible for providing Supplemental Materials to CMSNE by the agreed upon deadline. Materials not received by the deadline become the sole responsibility of the speaker, but must be approved by CMSNE prior to distribution.
  7. **Audiovisual Equipment.** Speaker shall complete an Audiovisual Request Form prior to the Presentation, attached hereto as Attachment B, and made a part hereof.
  8. **Seating Arrangements and Attendance.** Concurrent Presentations will be set classroom style. CMSNE will use commercially reasonable efforts to provide adequate seating for each Presentation. CMSNE will provide a podium and rise for Speaker's use during the Presentation. Speaker agrees to give CMSNE advanced written notice of any special seating requirements, which CMSNE may, in its sole discretion, approve. CMSNE will use commercially reasonable efforts to promote the Presentation, but is under no obligation and makes no guarantee as to the number of persons who will attend the Presentation.
  9. **Merchandising.** Speaker agrees not to advertise, market, promote, sell or offer for sale any books, recordings, compact discs, magazines, audiovisual works or other merchandise of Speaker or any third party (collectively "Merchandise") without the prior written authorization of CMSNE. CMSNE reserves the right to restrict the time and manner in which any approved Merchandise is sold, marketed, advertised, promoted or offered for sale at any time during the Presentation. CMSNE's consent under this Section shall not be viewed or represented by Speaker as an endorsement of the Merchandise.
  10. **No Endorsement.** Notwithstanding anything to the contrary herein, Speaker agrees that the views and opinions expressed in the Presentation are Speaker's own, and shall in no way be viewed or represented by Speaker, or Speaker's officers, directors, employees, subsidiaries, agents, contractors, designees, successors, assigns and licensees as endorsed or authorized by CMSNE.
  11. **Cancellation or Postponement.** Speaker agrees to notify CMSNE immediately if the Speaker's Presentation or any portion thereof will be cancelled or postponed. Any Presentation postponed by Speaker for more than (10) days without consent of CMSNE shall be considered cancelled by CMSNE and CMSNE shall not be liable for any payment to Speaker related thereto. CMSNE shall have no liability to Speaker for any Presentation cancelled by Speaker without fault of CMSNE.
  12. **Representations and Warranties of Speaker.** Speaker represents and warrants that: (i) Speaker has full right, power and authority to enter into this Agreement and to perform the Presentation as described herein; (ii) the Presentation will not violate the rights of any third parties, including but not limited to any third party copyrights, rights of privacy, trade secrets, or non-disclosure agreements; (iii) Speaker is not under any restriction or obligation, nor is a party to any other Agreement that may or will impair Speaker's full performance of this Agreement; (iv) except as set forth in the Speaker Disclosure Statement, attached hereto Speaker does not have any significant financial interest in or arrangements with any organization, institution, individual or other entity whose products or services will be discussed

in Speaker's presentation; (vii) the Speaker has the requisite skill, knowledge, and experience to perform the Presentation.

13. **Indemnification.** Speaker shall indemnify and hold harmless CMSNE its affiliates, agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury, damage to real or tangible personal property, third party intellectual property claims or claims of libel, slander or misstatement of fact which CMSNE may sustain, incur or be required to pay, resulting from or arising out of, or in connection with the performance of this Agreement.
14. **Independent Contractor.** Speaker shall perform all services hereunder as an independent contractor. Speaker, in addition to any officers, employees, or agents, are not employees of CMSNE and shall not hold themselves out as, nor claim to be, officers, agents or employees of CMSNE.
15. **Termination.** This Agreement may be terminated without cause by CMSNE by giving at least fifteen (15) days notice to Speaker. If Speaker fails to fulfill its obligations, CMSNE may terminate this agreement by giving written notice to Speaker at least seven (7) days prior to the Start Date. CMSNE will not be liable for any payment to speaker if the Agreement is terminated under this section.
16. **Force Majeure.** Either party may terminate this Agreement without liability to the other, or be deemed to be in breach of this Agreement for any failure or delay in rendering performance due to causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, war, civil disorder, government regulation, disaster (including, but not limited to, fire, flood, severe weather, and earthquake), construction ongoing at the time of the Presentation preventing or unreasonably delaying at least thirty (30) percent of attendees from attending, strikes or work stoppages, a bankruptcy filing involving either party, or any other situation making it inadvisable, illegal or impossible to provide the facilities or to hold the Presentation.
17. **Assignment and Subcontracting.** Speaker will not assign or in any way transfer his or her obligations under this agreement without prior written consent of CMNSE. In the event Speaker assigns or transfers any performance or services hereunder, Speaker shall ensure that the assignee or transferee will jointly and severally assume Speaker's obligations under this Agreement.
18. **Applicable Law.** This Agreement shall be construed under and governed by the laws of the State of New Hampshire without respect to its conflict of laws provisions.
19. **Entire Agreement.** The parties understand that this Agreement and Attachments supersede all other oral and written agreements and negotiations by the parties relating to Speaker's performance under this Agreement. This Agreement shall not be binding against either party unless both parties have signed below.
20. **Survival.** The provisions of Sections 12 and 13 shall survive the Termination of this Agreement.

21. **Notices.** Any notices to be given shall be deemed sufficiently given if in writing and delivered personally or transmitted by facsimile or sent by overnight courier or certified mail return receipt requested to the following:

If to CMSNE:                   Maureen Ferguson  
  CMSNE  
  2 Nashua Road  
  Pelham, NH 03076  
  Phone: 603-329-748, Fax: 888-314-7375  
  Email: [cmsne@cmsne.org](mailto:cmsne@cmsne.org)

If to Speaker:                Attention: \_\_\_\_\_  
  Company: \_\_\_\_\_  
  Street: \_\_\_\_\_  
  City/State/Zip: \_\_\_\_\_  
  Phone, Fax: \_\_\_\_\_  
  Email: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto set their hands as of the date first written above:

CMSNE  
By: \_\_\_\_\_  
Print Name:  
Title:

Speaker  
By: \_\_\_\_\_  
Print Name:

Please return one signed original copy of this Agreement to CMSNE by the following Date: \_\_\_\_\_ . For Presentations with more than one speaker, each speaker is required to sign and return a signed Agreement.

Attachment A

**SPEAKER FINANCIAL RELATIONSHIP DISCLOSURE STATEMENT**

To ensure that Presentations are maintained at the highest level of educational integrity, and to ensure that the Presentations remain educational in nature and essence, CMSNE requires a Speaker to sign the following Disclosure Statement describing Speaker's affiliation (if any) with a product or service to be discussed in the presentation.

**Organization**

Organization, institution, individual or other entity whose **product** and/or **services** will be discussed in Speaker's presentation: [Leave blank if n/a]

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**Financial interest**

Speaker, Speaker's organization, or affiliates

**does / does not** [Circle one]

have any significant financial interest, arrangements or affiliation with any organization/institution whose products or services will be discussed in my presentation.

*Please explain if answered affirmatively:*

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Speaker

By: \_\_\_\_\_

Print Name:

Title:

Attachment C

**CMSNE RECORDING/VIDEO/WEB RELEASE FORM**

Return to CMSNE by: \_\_\_\_\_.  
Each Speaker Must Sign and Return this Release Form.

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For good and valuable consideration, including payment of the Presentation Compensation described above, Speaker hereby irrevocably grants CMSNE its officers, directors, employees, subsidiaries, agents, contractors, designees, successors, assigns and licensees (collectively "CMSNE") the following royalty-free worldwide rights:

Please check all boxes appropriate to indicate agreement

- the right and permission to record, videotape, edit, copy, exhibit, use and exploit internally within CMSNE the Speaker's Presentation in perpetuity. No distribution outside of the CMSNE will be permitted without Speaker's prior written permission. All rights to the recording/videotaping of the Presentation beyond those granted in this Recording Release Form shall remain with Speaker, and shall not be used at any time by CMSNE or any party for commercial or non-commercial purposes without Speaker's prior written consent.
  
- the right and permission to exhibit, transmit, edit, copy, use, publish, distribute, stream live, or otherwise exploit the recordings and or videos in perpetuity whether in a format now known or hereafter devised, of the Presentation and any supplemental materials used in connection therewith, for inclusion on CMSNE's Website <http://www.cmsne.org/> and any adaptations thereof, which is available to CMSNE membership and healthcare professionals at a nominal administrative fee. Such right and permission includes, but is not limited to CMSNE's publication and use of Speaker's name, recorded voice or video, photograph or likeness, biographical information, handouts and or any material based upon or derived there from. Speaker waives in favor of CMSNE all of Speaker's moral rights in relation to all forms of works and other copyright subject matter, howsoever arising anywhere out of or in connection with the Presentation and its exploitation. Speaker acknowledges that CMSNE may use the Presentation and any materials connected thereto without any payment to Speaker or to any third party.

-OR-

- NO - I do not give CMSNE permission to record, videotape, or post my Presentation materials on its Website.

This Agreement may be modified and/or amended by mutual written agreement. Speaker Acknowledges that CMSNE is granted the rights and permissions in this Attachment B without any payment to Speaker or any third party.

PRINT NAME:

\_\_\_\_\_

SIGNATURE REQUIRED: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE SIGN AND FAX THIS FORM TO: MAUREEN FERGUSON, CMSNE, 888-314-7375

Attachment B

**CMSNE AUDIOVISUAL REQUEST FORM**

Return to CMSNE by: \_\_\_\_\_  
**AN AUDIOVISUAL REQUEST FORM MUST BE COMPLETED BY EACH SPEAKER.**

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**(IF MULTIPLE SPEAKERS, YOU MAY DESIGNATE ONE SPEAKER TO SUBMIT THIS FORM.  
PLEASE ENSURE ALL SPEAKER AV REQUIREMENTS ARE SHOWN.)**

**SPEAKER(S) NAME(S):** -- (PRINT all presenter's names for the Presentation if submitting one form for AV)

1	
2	
3	
4	

**CHECK (✓) EACH ITEM REQUIRED**

**MICROPHONES:**

Please choose either wireless lavalier or podium microphone (not both)

Podium Microphone

Wireless Lavalier Microphone

Quantity: \_\_\_\_\_ (Please indicate one, unless you have a co-presenter who will be presenting simultaneously).

**LCD PROJECTOR:**

I will be developing a PowerPoint presentation & will provide a Laptop but request an LCD projector.

PLEASE PROVIDE YOUR LAPTOP MAKE & MODEL TO ENSURE LCD PROJECTOR COMPATIBIILTY:

Computer Make:

Computer Model #:

I will be developing a PowerPoint presentation & will be utilizing my own a Laptop and LCD projector.

**Note:** It is preferred that each speaker provide their own laptop, but should this option not be available, CMSNE will make every effort to secure one for the speaker.

I will be developing a PowerPoint presentation & request a Laptop and an LCD projector.

**Note:** You are advised to bring a backup CD or USB port of your presentation. CMSNE does not preload your presentation; this is the responsibility of the speaker.

**SPECIAL AUDIO VISUAL EQUIPMENT REQUEST** (subject to Conference Director's approval):

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Check box if all speakers in this Presentation have discussed and agreed on above AV requirements.

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SIGNATURE (REQUIRED): \_\_\_\_\_ DATE: \_\_\_\_\_

NOTE: In order to record or videotape your Presentation, a signed "Recording Release Form" from each Speaker must be received by CMSNE.

PLEASE RETURN SIGNED FORM BY FAX TO: Maureen Ferguson CMSNE FAX: 888-314-7375