



2023 AAPL ANNUAL LEADERSHIP CONFERENCE Presentation Agreement

This Presentation Agreement (“Agreement”) is entered into effective as of _____, 2023 (“Effective Date”) by and between the American Association for Physician Leadership, Inc. (“AAPL”), a Florida not-for-profit corporation (“AAPL”), and _____ (“Presenter”). AAPL and Presenter may be individually referred to herein as a Party and collectively as the Parties.

AAPL Information:	Name	Email
Logistics Contact	Program Delivery Team	programdeliveryteam@physicianleaders.org
Contracting	Contract Team	contracting@physicianleaders.org
Invoicing	Finance Team	finance@physicianleaders.org
Phone	(813) 287-2000	

Presenter Information:	Name	Email
Presenter		
Address		
Phone		

AAPL will be presenting the 2023 AAPL Annual Leadership Conference in Chicago, Illinois over a three-day period from June 9-11, 2023 (“ALC Program”) and Presenter desires to participate in the ALC Program by presenting an educational session of interest to attendees at the ALC Program. Accordingly, in consideration of the mutual covenants set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

- A. Program Presentations.** Presenter will be responsible to develop, prepare, and provide one or more agreed-upon educational presentation(s) during the ALC Program (each a “Presentation”) as set forth in Section C below. The AAPL Logistics Contact listed above will coordinate Presenter’s activities and schedule for their ALC Presentation(s).
- B. Non-Exclusivity and Independent Presenter Relationship.** The relationship of the Parties under the Agreement is non-exclusive and AAPL may engage other contractors to perform similar functions to the services provided by Presenter hereunder. Presenter acknowledges that Presenter’s Services (as described below) are being provided as an independent contractor and not as an employee, agent, or partner of AAPL.
- C. Service Details.** Presenter shall prepare, provide and present a presentation on the mutually agreed-upon subject matter (collectively the “Services”), for the Presentation(s) set forth below:

ACL Program Presentation Date/Time	Location and Presentation Format	Presentation Topic
[insert day/time of presentation]	[Live/Virtual/Other]	[insert approved topic for Presentation]

Presenter will perform the Services in accordance with Section H below and in a professional, business-like and civil manner at all times, and Presenter will abide by any directions provided by AAPL during the Presentation and/or the ALC Program.

D. Presentation Materials, Presentation Format, and Recording of Presentation. Content and Presentation materials are to be provided by Presenter and shall be intellectual property owned by Presenter and/or content and materials that Presenter has a legal right to use if not owned by Presenter. With the exception of AAPL's audio/visual recordings as detailed below, which will be the sole and exclusive property of AAPL, all Presentation related materials developed, prepared, presented and/or created by Presenter, including, but not limited to, any embedded video, slides, audio, data, presentations, speeches, pictures, works of authorship, revisions or modifications to Presenter's materials, or other items (hereinafter referred to collectively as "Presenter's Presentation Materials"), are proprietary to the Presenter and shall be the sole property and responsibility of Presenter; provided, further, that Presenter will be the sole owner of all the rights in and to the Presenter's Presentation Materials in any form and in all fields of use known or hereafter existing, including all rights of copyright, both foreign and domestic, for all uses and purposes whatsoever. Notwithstanding the foregoing, AAPL shall nonetheless be and remain the sole owner of any and all video, audio and/or digital recordings of the Presentation made by AAPL during the course of the ACL Program and all related materials developed by or on behalf of AAPL as part of the overall Presentation and/or the ACL Program ("Finished Works"). All ACL Program materials and Finished Works are proprietary and confidential to AAPL. Reproduction and/or distribution by Presenter of the Finished Works to non-participants of the ACL Program is strictly prohibited.

AAPL branded presentation templates are required for all presentations at the ACL Program. Use of AAPL branded templates does not transfer ownership of or rights to Presenter's Presentation Materials content if that ownership remains with Presenter in accordance with the preceding paragraph above. AAPL branded templates may be obtained from the AAPL Logistics Contact listed above. Presenter acknowledges and agrees that this is an AAPL educational program and as such will only include AAPL branding except as provided in the AAPL presentation template, which includes a slide for Presenter's name and logo information. Presenter will incorporate any AAPL background effects with AAPL's logo as directed by AAPL into the Presenter's Presentation Materials. ***Please be sure to include the disclosure of commercial support slide, provided in the AAPL branded template, in your PowerPoint presentations.***

AAPL retains the right to record in video, audio and/or digital formats all or portions of the ACL Program, including Presenter's Presentation Materials, Presenter's participation in the ACL Program and/or Presenter's interactions with ALC participants. Such recording shall be the sole and exclusive property of AAPL. Accordingly, Presenter understands, authorizes and agrees to AAPL's use of any AAPL audiovisual recordings of Presenter's Presentation and/or participation in the Presentation and grants to AAPL a royalty-free, perpetual license to publish, reproduce or otherwise use such audiovisual recordings and/or Presenter's name, likeness, and voice for lawful purposes within AAPL's business operations without any further compensation to Presenter. Presenter may not photograph, tape, record or broadcast any portion of the Presentation or any ALC Program presentations in any form without AAPL's prior written consent, which may be withheld in AAPL's sole discretion.

E. Confidentiality. The terms of this Agreement and any amendments or addenda hereto, and all content of the ALC Program that is shared with Presenter or which Presenter observes while performing the Services, shall be deemed and treated as Confidential Information by both Parties. For avoidance of doubt, AAPL's Confidential Information is deemed to include all non-public information, intellectual property, and materials of AAPL (including materials of AAPL's presenters, representatives or contractors). The Parties agree to hold the Confidential Information of the other

Party in strict confidence and to use the other Party's Confidential Information only for purposes of carrying out the obligations of this Agreement.

- F. Term and Termination.** This Agreement shall remain in effect until all Services for the Presentation Date listed above are performed. Either Party may terminate this Agreement for any reason without penalty upon thirty (30) days advance written notice or as otherwise mutually agreed in writing by the Parties. Presenter agrees to notify AAPL's Logistics Contact immediately in the event that an emergency should prevent them from meeting their obligation as a Presenter at the scheduled Presentation. All written notices shall be delivered **via email with a Read Receipt confirmation** to AAPL's Contract Team and Presenter as listed on page 1.
- G. No Presenter Promotions During AAPL Presentations.** Presenter acknowledges and agrees that they will not solicit, provide and/or display their logo, promotional or marketing materials, or promote their business interests at any time during their Presentation.
- H. Presenter Requirements.** Presenter acknowledges and agrees that they:
- (i) are current, active members of AAPL,
 - (ii) have or will personally register for the ACL Program no later than April 10, 2023 at their own cost (AAPL will provide a discount code for the Presenter to receive a \$300.00 discount on their registration prior to registration),
 - (iii) will be responsible for all of their own personal travel costs and expenses to register and attend the ACL Program, and
 - (iv) will provide their Presentation materials for review and approval by AAPL no later than April 10, 2023 with such materials being solely focused on educational topics of interest to attendees of the ACL Program and such materials shall not contain or reflect any marketing or promotional aspects of Presenter's business or Presenter's employer's business operations.

Presenter's failure to comply with the provisions of this Section H may result in the cancellation of the Presenter's Presentation without further obligation by AAPL.

- I. Indemnification and Limitation of Liability.** Except to the extent caused by the negligence and/or willful misconduct of the Party seeking indemnification hereunder, each Party to this Agreement shall defend, indemnify and hold the other Party and its affiliated companies and their officers, directors, employees, agents and appointed representatives harmless from and against any and all claims, losses, costs, liability, direct expenses (including reasonable attorney's fees) or damages, liabilities, judgments, and causes of action whatsoever arising, directly or indirectly, from or related to a violation by such Party of any of the provisions of this Agreement or the negligence or willful misconduct of the indemnifying Party, its subcontractors or the employees or agents of either of them. **Neither Party shall be liable to the other Party for any indirect, incidental, consequential, special or punitive damages of any kind or nature arising from or relating to any breach of this Agreement, including without limitation any loss of profits or damage to reputation, even if such Party has been advised of the likelihood of the occurrence of such damages.**
- J. Choice of Law.** This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida without giving effect to any choice or conflict of law provision.
- K. Entire Agreement, Assignment, Amendment, and Execution in Counterparts.** This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to the subject matter hereof. This Agreement may not be assigned by either Party without the other Party's written consent. No change or

modification of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed by all Parties hereto, and/or their successors and assigns. This Agreement may be executed in counterparts (including through electronic means), each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties represent and warrant that the undersigned have authority to enter into this Agreement and, by executing this Agreement, bind the Parties to the terms and conditions set forth above.

AAPL:
**American Association for Physician
Leaderships, Inc.**

PRESENTER:
[Name]

Signature
By: Peter Angood, MD

Title: President and Chief Executive Officer

Date: _____

Signature
By: _____

Title: _____

Date: _____

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