**National AHEC Organization HPV Immunization Project**

**SAMPLE SPEAKER AGREEMENT LETTER**

**[Put this form on Your AHEC letterhead]**

**Return signed agreement by [enter date]**

The following agreement confirms the terms and conditions of the working relationship between **[enter agency name]** and **[enter Speaker].**  The parties agree that **[enter agency name]** and **[enter Speaker name]** will work to provide high quality continuing education training for health professionals in order to achieve the highest level of customer satisfaction. The terms of this agreement shall be from the date the agreement is signed until the agreement is completed or until replaced in full or in part by a modified agreement.

1. The Speaker agrees to provide the services required in preparing and presenting the workshops for **[enter agency name]** on **[enter Title of training]** on **[enter date].**
2. The Speaker agrees to teach the full number of hours specified for this workshop on **[enter date and time]. [note: use this sentence if the speaker teaches only 1 part of the training. List here the title of his/her talk and the timeframe.]**
3. **[enter agency name] will/will not pay an honorarium for this training to [enter Speaker name].** **[note: If you are paying the speaker, state that you are paying an honorarium and give the amount.]**
4. Because all Speaker provided handouts must be reviewed by **[enter agency name]** prior to reproduction, materials and master workbook(s) must be received no later than **[enter date]**. The master copy of the handout must be submitted in laser output quality for reproduction. Copies of copies or materials not of good quality may not be accepted. In the event a Speaker does not meet the “provided by” date, any additional costs incurred for reproduction will be at the Speaker's expense and may be deducted from the Speaker’s fee.
5. The Speaker warrants that the Speaker owns all copyrights and other rights to reproduce and distribute any workbooks or associated handout materials he/she provides, or that the Speaker is authorized by the owner to reproduce and distribute such materials for this workshop. The Speaker further warrants that all materials contributed by the Speaker are not libelous or unlawful, will not cause harm or injury, and do not infringe on any copyright or other proprietary, personal, or contractual rights of any other party whether statutory or non-statutory, of any third parties. Speaker shall defend, indemnify and hold **[enter agency name]** and its affiliates, subsidiaries, directors, officers and employees harmless from and against all claims, liabilities, losses, damages, fines, penalties and expenses (including attorneys’ fees and court costs) incurred by **[enter agency name]** arising from or relating to (a) the use or reproduction of the materials provided to **[enter agency name]** by the Speaker under this agreement; or (b) any breach of warranty by the Speaker.

Please check one of the following boxes:

The materials provided to **[enter agency name]** by the Speaker under this agreement do not contain any copyrighted materials owned by any person other than the Speaker.

The Speaker has received written permission to reproduce and distribute any copyrighted materials contained in the materials provided to **[enter agency name]** by the Speaker under this agreement and has provided **[enter agency name]** with copies of any such permissions.

1. Workshops may be canceled by **[enter agency name]** no later than 5 days prior to the scheduled start date of such workshop unless otherwise agreed upon by **[enter agency name]** and the Speaker. If **[enter agency name]** cancels a workshop with at least 5 days notice to the Speaker, **[enter agency name]** is not liable for any payment to the Speaker. In the event of circumstances outside the control of **[enter agency name]**, such as fire, weather or other such acts of God, such notice period is waived. In such cases, **[enter agency name]** is not liable for any payment to the Speaker.
2. Every Speaker represents **[enter agency name]** while delivering a workshop and is expected to conduct and present him/herself in a professional manner at all times.
3. It is **[enter agency name]’s** responsibility to distribute evaluations (paper and/or electronic) to all participants at the completion of a workshop. These evaluations should remain confidential and will only be shared with the Speaker, the program planning committee, and the provider of continuing education credits.
4. Either party may terminate this agreement upon 30 days written notice. In the event that the

Speaker cannot provide services due to illness or any other event not under the Speaker’s control, the

Speaker will attempt to provide an alternate. The alternate must have the approval of **[enter agency name].** Should an alternate Speaker not be obtainable, no payment will be made to the Speaker and the course may be canceled.

1. Authorized expenses **[note: if applicable]**
   1. Travel – **mileage will be reimbursed** **at** **[enter price per mile]**
   2. Meals – **[note: state which meals on which days and the rate at which you will reimburse]**
   3. Lodging Expenses (actual room rate) - **Overnight accommodation reservations will be made by [note: state who makes the reservation and who pays for the room. If your agency is paying for the room, state if you will pay room and tax only or all charges.]**
   4. Workshop Materials - No reimbursement for expenditures by the Speaker for preparation of workshop materials is authorized.

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Speaker Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Payment is made to:

Home Address/Business Address if applicable \_\_\_\_\_\_\_\_ Individual

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ Organization

Telephone Number (Work or cell)

\_\_\_\_\_\_\_\_ Reimburse travel expenses directly to Speaker

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**Coordinator’s name** Date

Mail all course materials to:

**[Agency name]**

**[Agency address]**

**[Agency fax number]**