

CONTRIBUTING CONTENT AGREEMENT

This Contributors Agreement (the “**Agreement**”) is made as effective as of _____, 20__ between the American Society for Healthcare Risk Management a Personal Membership Group of the American Hospital Association (“**AHA**” or “**ASHRM**”), an Illinois not-for-profit company and _____ (“**Contributor**”) regarding Contributor’s original content, and any and all parts, portions or elements thereof, submitted to **ASHRM** at any time (the “**Content**”) to be used for the Physician Office Risk Management Playbook (the “**Project**”).

- I. **Participation.** Contributor agrees to develop content on behalf of **ASHRM**, specifically related to the **ASHRM Project**. Content may include, but is not limited to, written, pictorial, electronic, graphical, tabular, audio, video or other content.
- II. **Rights in and to the Content.** In consideration of recognition as a co-author, the receipt and sufficiency of which is hereby acknowledged, Contributor does hereby grant, transfer, convey, assign and deliver to **ASHRM**, and **ASHRM** accepts, all right, title and interest in and to the Content.
- III. **Copyright Registration.** Contributor acknowledges and agrees that the **ASHRM** shall own all copyrights and other intellectual property rights to the Content, including the right to register the Content. Contributor will not distort, misuse, diminish, infringe, contest or challenge (or assist others to so do) the rights to, copyright in, or ownership by the **ASHRM** of the Content. Contributor shall not at any time apply for, obtain or attempt to obtain copyright registration of the Content.
- IV. **Editing of Work.** Contributor agrees to deliver to **ASHRM** a complete copy of the Content in a format requested by **ASHRM**. **ASHRM** may return the Content to Contributor for revisions as **ASHRM** deems necessary. Contributor acknowledges and agrees that **ASHRM** shall have the right to edit, translate or otherwise modify the Content to conform to **ASHRM**’s standards of style and language usage as well as organizational and any other editorial standards **ASHRM** deems reasonably necessary.
- V. **No Commitment.** **ASHRM** does not commit to or guarantee publication of the Content. **ASHRM** may elect, in its sole and absolute discretion, not to publish Content contributed by Contributor at any time.
- VI. **Contributor’s Republication of the Content.** Contributor shall have no right to reproduce, republish, or distribute the Content in any manner without **ASHRM**’s prior written consent. Where **ASHRM** grants its approval, Contributor shall include a notice that **ASHRM** is the owner of the copyright(s) in the Content. Contributor shall provide **ASHRM** with a copy of the publication that includes the notices required by this Section.
- VII. **Cooperation.** Contributor agrees to take all steps necessary to execute and comply with the terms of this Agreement. Contributor shall promptly notify **ASHRM** and cooperate in any investigation of all infringing or unauthorized uses of the Content of which Contributor becomes aware.
- VIII. **Right of Publicity.** **ASHRM** shall have the right to use Contributor’s name, biography and likeness in connection with its publication and use of the Content, including in advertising, publicity and promotion.
- IX. **Warranties.** Contributor represents and warrants that: (i) the Content is the original work of Contributor and does not libel anyone or infringe upon any copyright or any other right whatsoever of any other person or entity, including an employer; (ii) to the best of Contributor’s knowledge, the Content contain no matter that is scandalous, obscene, libelous or otherwise contrary to the law; (iii) Contributor has not entered into any other arrangement for the publication of the Content, in whole or in part, nor has any part of the Content been published prior to this Agreement with **ASHRM** except as previously disclosed to **ASHRM** in writing; (iv) Contributor has not encumbered or otherwise transferred any of these rights to

another person or entity, including an employer, or to the public domain; and (v) Contributor has full power and authority to enter into this Agreement.

- X. **Indemnification.** Both parties agree to indemnify and hold each other harmless from and against all third party claims, demands, suits, judgments or proceedings, including all costs, expenses and/or damages (including reasonable attorneys' fees and costs) that may arise unless such costs and damages are the result of a material breach of the terms or warranties of this Agreement by either party.
- XI. **Term and Termination.** Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. **ASHRM** may terminate this Agreement immediately upon written notice to Contributor in the event that **ASHRM** elects to cancel the Project or upon Contributor's material breach of this Agreement. The copyright provisions of this Agreement shall survive the termination of this Agreement.
- XII. **Miscellaneous.** The parties acknowledge and agree that Contributor is an independent contractor of the AHA and nothing in this Agreement shall be construed as making Contributor an employee, agent, partner, or co-venture of the AHA. This Agreement constitutes the whole Agreement between Contributor and the AHA and may not be modified except by written agreement of both parties.

THIS AGREEMENT is made and entered into effective as of the date first set forth above.

CONTRIBUTOR(S):

AMERICAN HOSPITAL ASSOCIATION:

Signature of Contributor

American Society of Healthcare Risk
Management, a personal membership group of
the American Hospital Association

Printed Name of Contributor

Signature of Contributor

Printed Name of Contributor