

## Academic Senate for California Community Colleges (ASCCC) Speaker/Presenter Agreement

This Agreement is made as of [\_\_\_\_\_ date] by and between ASCCC, a non-profit corporation located in Sacramento, California, and (“Speaker/Presenter” \_\_\_\_\_) with an email address of \_\_\_\_\_, and contact phone number (     ) \_\_\_\_\_.

ASCCC hereby engages Speaker to deliver a speech or presentation, as is further described below, and Speaker agrees to perform the engagement under the following terms and conditions:

Title and Description of Event: \_\_\_\_\_. [e.g. speech, presentation, webinar, etc.] Presentation Date: \_\_\_\_\_  
Time: \_\_\_\_\_ Presentation Length: \_\_\_\_\_

### ~~SPEAKER INFORMATION~~

~~Name:~~

~~Contact Number:~~

~~Contact Email:~~

~~Date of Presentation:~~

### Section 1. SPEAKER RESPONSIBILITIES

- 1.1 The speaker will participate in the planning and implementation of meetings by phone, virtually, and onsite, as appropriate.
- 1.2 Speaker will deliver any materials to ASCCC at least one week before the presentation.

### Section 2. ASCCC RESPONSIBILITIES

- 2.1 ASCCC will copy, assemble, and ship the educational **printed educational** materials, provided they are delivered accordingly ~~to~~ **by the speaker according to the** due date (see above section on Responsibilities of Speaker).
- 2.2 ASCCC will coordinate any necessary pre- or post- meetings to discuss the presentation.
- 2.3 ASCCC will provide appropriate Power Point template for presentation.
- 2.4 ASCCC reserves the right to edit, rewrite, or otherwise change or correct any materials produced by Speaker if necessary.

### **Section 3. INDEPENDENT CONTRACTOR RELATIONSHIP**

#### **3.1 Agreement:**

**3.1.1 Academic Senate for California Community Colleges (ASCCC) and Independent Contractor each expressly agree and understand that they are creating an independent contractor relationship, as defined by California' Assembly Bill (AB) 5.**

#### **3.2 Code of Ethic and Conduct:**

**3.2.1 The Executive Committee Policy 20.01 Code of Ethics have been adopted by the ASCCC Executive Board to provide standards by which employees will conduct themselves in order to protect and promote organization-wide integrity and to enhance ASCCC'S commitment to equity, student learning and student success mission. The Executive Committee Policy 20.01 Code of Ethics is in addition to the Terms and Conditions of Attendance**

and Participation at ASCCC Events/Conferences Events Agreements.

3.2.2 The Academic Senate for California Community Colleges (ASCCC) code of ethics identifies a set of values that includes commitment to the public good, accountability to the public, and commitment beyond the minimum requirements of the law. It also outlines broad ethical principles in the following eight areas: personal and professional integrity, mission, governance, legal compliance, responsible stewardship, openness and disclosure, program evaluation and improvement, and inclusiveness and diversity (<https://asccc.org/policies/codeofethics>).

3.2.3 The independent Contractor is at all times contemplated by this Agreement a representative of ASCCC and shall conduct themselves in a professional and civil manner and in accordance with the ASCCC Code of Ethics, Bylaws, and Policies and Procedures.

~~Speaker agrees that he/she is presenting at this event in a partnership with the Academic Senate for California Community Colleges (ASCCC). Speaker is at all times contemplated by this Agreement a representative of ASCCC and shall conduct themselves in a professional and civil manner and in accordance with the ASCCC Code of Ethics, Bylaws, and Policies and Procedures.~~

#### Section 4. OWNERSHIP of INTELLECTUAL PROPERTY

4.1 Speaker acknowledges and agrees that all materials unless otherwise stated in this Policy, the ASCCC is the owner, of all intellectual property created by members of the ASCCC community which is:

4.1.1 created or developed during the course of an individual's responsibilities to ASCCC, including works made for hire (this includes the presentation, handouts, exams, and any other related materials); or

4.1.2 created or developed pursuant to a sponsored agreement or pursuant to a written agreement to transfer ownership to ASCCC; or

4.1.3 created or developed with the significant use of ASCCC facilities, funds, resources or supplies.

4.1.4 created or developed by and for ASCCC cannot be utilized in any form for any other purpose or event without the prior written authorization from ASCCC. This includes presentations, handouts, exams, and any other related materials.

## 4.2 Intellectual Property Owned by Others

Members of the ASCCC community own intellectual property that is developed on their own personal, unpaid time, in the absence of any sponsored project agreement or other agreement giving rights to ASCCC, and with only incidental use of ASCCC funds or facilities. Federal copyright law specifies that copyrightable works created by non-employees, including consultants and independent contractors, are owned by the author and ~~or~~ not by the ASCCC unless there is a written agreement stating otherwise.

## Section 5. CREATIVE COMMONS LICENSES

5.1 All Creative Commons licenses require that authors/creators be recognized. The only exception to this is those resources that are in the public domain or ASCCC's website. Resources that are in the public domain may bear the license CC-BY-NC to indicate this status. While

many openly licensed resources may request and not require attribution, providing a proper attribution is a recognized best practice.

~~Speaker acknowledges and agrees that all materials for this course prepared by ASCCC is the property of ASCCC, was created by and for ASCCC, and cannot be utilized in any form for any other purpose or event without the prior written authorization from ASCCC.~~

~~This includes the presentation, handouts, exams, and any other related materials.~~

~~Speaker and ASCCC acknowledge that all materials for this course prepared by the Speaker is the property of the Speaker, unless the materials were created by the Speaker for ASCCC as a work for hire.~~

~~This includes the presentation, handouts, exams, and any other related materials.~~

**5.1.1** Further, Speaker agrees that ASCCC's name, trademarks, member testimonials or endorsements, or other materials may not be used without prior written consent by ASCCC.

**5.1.2** Speaker warrants and represents that, to the best of Speaker's knowledge, nothing in any added content violates any proprietary or personal rights of others (including, without limitation, any copyright or privacy rights); is false or misleading to a material degree, defamatory, anticompetitive, or otherwise unlawful. Speaker authorizes ASCCC to use Speaker's name, likeness, photograph, and biographical data in connection with the use and promotion of the event and presentation.

## **Section 6. RECORDINGS**

**6.1** Speaker agrees that ASCCC may record this event and

distribute such recordings at ASCCC's discretion.

6.2 Speaker further agrees that Speaker will not record **as outline in the "Academic Senate's Meetings or Event Audio/Video Recording Policy"**, or cause to be recorded by another, this event without prior written consent of ASCCC.

## **Section 7. INDEMNIFICATION**

7.1 Speaker shall indemnify, defend, and hold harmless ASCCC from any and all claims, demands, losses, liability, damage or expense arising from the Speaker's performance of services. Venue for the resolution of any dispute shall be in the State of California, in a court of competent jurisdiction and any action taken shall be governed by the laws of the State of California regardless of where the services are performed.

## **Section 8. CANCELLATION**

8.1 ASCCC reserves the right to cancel any session, change the length or size of any session, or change the location of any session at its discretion at any time. Such changes will be communicated in writing to the Speaker. Should either party choose to cancel at any time, cancellation must be submitted in writing.

## **Section 9. DISPUTE RESOLUTION**

9.1 All disputes **and** claims relating to this Agreement, the rights and obligations of the parties hereto, or any claims or causes of action relating to the performance of either party that have not been settled through mediation will be settled exclusively by binding arbitration in **the city of** Sacramento, California, under the rules of the American Arbitration Association before one arbitrator. Costs of arbitration proceedings will be borne by the losing party if such party is found to have been in material breach of its obligations hereunder.

## Section 10. APPROVAL and DOCUMENT ENTIRE AGREEMENT

10.1 The ASCCC has the sole right to negotiate and enter into agreements regarding the entire agreement between ASCCC and the speaker related to the document defined herein.

10.2 Such agreements may only be executed by the Executive Director, and approval by the Executive Committee or Board of Directors.

10.3 This Policy is effective as of the date set forth below. It is the ASCCC's intention to review the Policy from time to time following its adoption.

~~This document constitutes the entire agreement between ASCCC and the speaker related to the program defined herein. Any additional terms and conditions may be agreed upon by both parties in writing. ?~~

SIGNATURE:

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Academic Senate for California Speaker/Presenter:

Community Colleges

Phone Number: Phone Number:

**Effective** Date: