



SPEAKER CONTRACT

This Contract is entered into on May 23, 2019 by and between the California Optometric Association (COA) and <SPEAKER>. Each party agrees to the following terms and conditions governing Speaker’s participation at the OptoWest 2019 Conference(s).

Speaker Information *(Please note any updates to contact information)*

- Speaker Name**
- Address**
- Phone**
- E-Mail**

Contracted Course(s): The Speaker agrees to provide the following continuing education (CE) Course(s) at the date and time set forth below for a total of **(3)** three hours of education at each event listed below.

		OptoWest–San Francisco Sunday, March 3, 2019	OptoWest – Sacramento Sunday, April 7, 2019	OptoWest – Southern CA TBD
9:00	9:50	What Do I Do Doc? Cases from the Phone	What Do I Do Doc? Cases from the Phone	What Do I Do Doc? Cases from the Phone
10:20	12:00	Challenging Cases From Front to Back	Challenging Cases From Front to Back	Challenging Cases From Front to Back

Speaker Responsibilities

1. Speaker agrees that the Course presentation will strictly follow the written outline provided COA. Speaker agrees to comply with all rules and regulations governing continuing education (CE) in California, including, but not limited to, those set forth by the California State Board of Optometry and the American Regulatory Boards of Optometry, Inc. (ARBO) To this end, Speaker shall complete and submit the form Exhibit A, “Disclosures of Relevant Financial Relationships (COPE),” which is attached hereto and incorporated herein for all purposes. In addition, Speaker shall disclose at the beginning of each Course in a clear and unambiguous manner both verbally and in writing in Course handouts or other Course materials any direct financial or proprietary interests related in any way to his or her presentation. Speaker agrees not to defame any person or entity during the Course presentation; or to make any comments that are discriminatory or offensive toward any person based on that person's race, religion, gender, sexual orientation, color, creed or school of graduation, or to use profane or obscene language. These prohibitions apply to all aspects of the Speaker’s Course presentation, including, but not limited to, Course marketing, Course lecture, Course written materials and handouts, and all manner of electronically delivered Course materials and information.
2. Speaker agrees to submit electronically a comprehensive outline which includes the Course title, a brief course description and learning objectives for the course. Speaker agrees to complete Exhibit B relative to this information which is attached and incorporated herein for all purposes. Speaker acknowledges and agrees that COA may use the information provided for advertising and marketing of the Conference and the Speaker’s participation and that such information may be edited for those purposes.

3. Handouts are encouraged to enhance the learning experience for Course attendees and will be made available to Conference registrants on a secure, password-protected page on COA's website (www.coavision.org). If electing to use a handout, Speaker agrees to submit a Course handout to COA electronically in **Microsoft Word or PowerPoint** (**See page 10 for due dates**)
4. The Speaker is requested to limit the size of handouts to **1)** no more than five (5) pages in Word for each two hours of the Course or **2)** no more than 5 MB in file size in PowerPoint; if this handout exceeds the requested size limit, COA reserves the right at its sole discretion to convert it to a format that includes nine (9) slides per page.
5. Speaker acknowledges and agrees that he or she is responsible for the content of the Course and any written, electronic or demonstrative materials (Materials) used in the Course. Speaker warrants that Course presentation and related Materials is his or her original work or is used with permission granted in writing by the third-party originator and shall provide a copy of such third-party permissions to COA upon request. Speaker warrants that the Course and Materials provided will not violate any laws, including and without limitation, copyright, trademark or other intellectual property laws
6. Speaker agrees to indemnify and hold harmless COA, its officers, trustees, members and employees, from any and all claims, including but not limited to, all costs, liabilities, judgments, expenses, damages and reasonable attorneys' fees, arising out of or in connection with this contract or the speaking engagement.
7. **7.** Speaker must return the signed Speaker Contract along with the signed copies of Exhibits A – D to COA by **May 31, 2018**.

COA Rights and Responsibilities

1. COA will provide Speaker with one (1) complementary Conference registration entitling the Speaker to attend all official Conference events.

Consistent with the requirements of the Accreditation Council for Continuing Education **Association of Regulatory Boards of Optometry** and COA, the overall rating of the Conference and the attendee's rating of Speaker's Course will be provided to Speaker following the Conference.
2. COA will promote the Conference and Speaker's Course(s) to the California optometric profession in a frequency and manner to be determined at its sole discretion.
3. COA reserves the right to tape Speaker's Course(s) through the use of audio or video. These tapings are the property of COA and may be reproduced by COA for future sale in a whole or part, and shall include appropriate attribution to Speaker. Further, COA reserves the right to reproduce and distribute Speaker's Course Materials for future sale in whole or part, and shall include appropriate attribution to Speaker. **Initial here: _____**
4. COA reserves the right to photograph Speaker for use in COA publications and promotions.
5. COA will post Speaker's Course handout on COA's website if received by requested dates above.
6. Audio-Visual Requirements: COA will order and pay for basic audio/visual equipment for Speaker's presentation. Some audio/visual equipment may be subject to approval. Please complete the attached Audio-Visual Requirements form, Exhibit C, incorporated herein for all purposes.

7. Honorarium: COA agrees to pay Speaker on honorarium of \$350 (three hundred fifty dollars) for each hour of course instruction provided. The honorarium will be included with the expense reimbursement requests submitted after the conference. If a course is presented by more than one speaker, the honorarium (\$350) shall be split between the speakers. Speaker shall complete a W-9 Form as a condition of receiving honorarium.

Expense Reimbursement*

1. Travel

1(a). Airfare. COA will reimburse coach airfare expenses for Speaker **only**. Speaker agrees to purchase his or her ticket at least 60 (sixty) days in advance of scheduled flight. *Airfare expenses may not exceed \$500.00 without prior approval by COA, and airline change fees will not be reimbursed without prior approval by COA.* COA will not reimburse upgrades or multi-legged trips from or to other speaking engagements, nor will COA reimburse the Speaker for airline tickets obtained with frequent flyer miles. All receipts are required for reimbursement. The preferred documentation is the "passenger receipt" portion of the airline ticket and for e-tickets the confirmation receipt can be submitted as the preferred documentation. **Initial here:** _____

1(b). Ground Transportation. COA will reimburse Speaker at the then-current IRS standard mileage rate if Speaker uses personal vehicle. COA will reimburse Speaker at same rate for travel to and from airport if flying to Conference. If renting a car, COA will reimburse the price of the rental car up to \$40.00 per day plus gas expenses (mileage does not apply). Rental cars will be reimbursed only when **1)** it is less expensive than the lowest available round-trip coach airfare purchased 60 (sixty) days in advance. Parking. A receipt is required for reimbursement.

2. Meals

COA will reimburse Speaker **only** for meals based on actual receipts up to then current maximum IRS meals and incidental expenses (M&IE) per diem for the particular meal, e.g., breakfast, lunch, dinner (taxi transportation to and from restaurants is considered an incidental expense included in the M&IE per diem amount). Meal expense reimbursement is limited to the day(s) of travel to and from the Conference location and the day(s) of the speaking engagement. No meals reimbursement shall be made for a meal that is offered as part of Speaker's complimentary Conference registration. In no event will COA reimburse Speaker for the purchase of alcoholic beverages.

3. Accommodations

Guest room reservations will be made by COA for Speaker at the Conference hotel according to the arrival date and departure date shown below. Please review the information below and make any changes or corrections necessary. Should Speaker decide to extend his or her stay at the Conference hotel by arriving earlier or departing later than the dates shown, COA shall inform the Conference hotel of Speaker's "on own" charges for the additional nights of stay. The group rate for a guest room will apply. COA will send a guest room confirmation three weeks before the Conference. Reimbursement will not be made to speakers that elect to stay elsewhere.

Accommodations for <Speaker Name>

Hotel	Check-in	Check-out	Speaker Acknowledgment
Marriott SF Waterfront 1800 Old Bayshore Hwy Burlingame, CA 94010 650.692.9100	Saturday March 2, 2019	Sunday March 3, 2019	Initial: _____
Hilton Sacramento Arden West 2200 Harvard Street Sacramento CA 95815 916.922.4700	Saturday April 6, 2019	Sunday April 7, 2019	Initial: _____
Hotel to be determined	TBD		Initial: _____

***No other expenses incurred by Speaker will be paid by COA unless prior arrangements are made in writing.**

Cancellation – Generally. Either party may cancel this Speaker Contract without obligation of any kind to the other if cancellation notice is received in writing at least 120 days before appearance date.

COA Cancellation of Speaker. COA may cancel this Contract with the Speaker without liability upon five (5) calendar days written notice if Speaker fails to meet deadlines set forth herein or any other obligations or terms of this Contract.

Course Cancellation. COA may cancel Speaker’s Course(s) without liability if attendance at the Course does not meet expectations. COA shall notify the speaker by no later than 30 (thirty) calendar days prior to the date of the Speaker’s contract Course(s) of its cancellation. Speaker understands and agrees that if a Course(s) is cancelled, the honorarium will be reduced by the cancelled number of continuing education hours Speaker would have presented.

Cancellation by Speaker. Speaker may cancel this Contract without liability to COA, and COA shall have no liability of any kind to Speaker, if such cancellation is for reasons that make it impossible for Speaker to fulfill Contract commitments. Such reasons are limited to Speaker’s illness or injury, death in Speaker’s immediate family, acts of God or curtailment of transportation facilities. In the event Speaker cancels this Contract for any of the aforementioned reasons, Speaker shall contact as soon as possible the party designated by COA in this Contract.

Conference Cancellation. The performance of this Contract is subject to termination without liability upon either party upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder or curtailment of transportation facilities – to the extent that such circumstances makes it illegal or impossible to hold the Conference.

Deadlines. Speaker agrees to comply with the deadlines contained in Exhibit D, "Checklists & Deadlines," which is attached and incorporated herein for all purposes.

Independent Contractors. Speaker and COA each acknowledge and agree that as to each other they are and shall at all times be independent contractors for all purposes under this Contract, and that nothing herein shall be construed as establishing an employer-employee relationship, partnership, agency or joint venture by and between the speaker and COA. Neither party may enter into any agreement, or incur an obligation or liability of any kind, for or on behalf of the other party.

Notices. Any notice required by this Contract must be given in writing and must be given by personal delivery or by mailing or by facsimile provided a confirmation copy is also sent by one of the other methods, addressed to the other party at the address first set forth below (or as subsequently designated in writing).

Notices, requests and communications covered by this section shall be addressed to COA as follows:

Brenda Stewart
Education and Conference Coordinator
California Optometric Association
2415 K Street Sacramento, CA 95816
Fax: 916.448.1423 or E-mail: brendas@coavision.org

Law Governing Contract. This Contract shall be governed by the laws of the State of California and of the United States as they are applied to contracts made and wholly to be performed in California. The courts of Sacramento County, California, shall have jurisdiction over any dispute arising under this Contract. The parties agree to submit to the jurisdiction of such courts for the purposes of any such enforcement action.

No Assignment. This Contract is for the benefit of the parties and may not be assigned by either party without prior written consent of the other.

Entire Understanding. This Contract constitutes the entire understanding between the parties hereto with respect to the subject matter of this Contract and supersedes all prior contracts whether written or oral. No waiver, modification or addition to this Contract shall be valid unless made in writing and signed by the parties hereto.

Severability. In the event any provision of this Contract is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein.

AGREED:

Signed: _____
Speaker

Date: _____

List of Attached Exhibits:

- Exhibit A: Disclosure of Relevant Financial Interests (COPE)
- Exhibit B: Speaker Acknowledgement
- Exhibit C: Audio-Visual Requirements
- Exhibit D: Checklist & Deadlines

Executed Speaker Contract Exhibits must be returned to COA by May 31, 2018

Exhibit A: Disclosure of Relevant Financial Interests (COPE)

The Association of Regulatory Boards of Optometry (ARBO) has implemented guidelines to appropriately manage industry relationships in support of continuing activities to ensure transparency, fair balance, content free of commercial bias and an effective system of oversight. As a COPE Administrator/Provider, to comply with the COPE requirements for course qualification, the California Optometric Association (COA) is required to submit a financial disclosure to ARBO for instructors presenting COPE-approved courses at the 2019 COA OptoWest Conference(s). All elements of this disclosure must be included with the course submission should the COA submit the course on behalf of the Instructor.

Instructions

1. List in the grid below the names of proprietary entities producing health care goods or services consumed by, or used on, patients with the exception of non-profit or government organizations and non-health care-related companies with which you or your spouse/partner have, or have had, a relevant financial relationship within the past 12 months. For this purpose, COPE and COA consider the relevant financial relationships of your spouse or partner that you are aware of to be yours. Should no relevant financial relationships exist, this must be disclosed.

I and/or my spouse or partner **does not** have any **relevant financial relationships** with any corporate organizations. **Skip to the bottom of the form, sign, and date and return the form.**

I and/or my spouse or partner **does** have **relevant financial relationships** with one or more corporate organizations. Please list those organizations in the grid below.

2. Describe in the grid below what you or your spouse or partner received (ex. salary; royalty; intellectual property rights; consulting fee; honoraria; ownership interest, e.g., stocks, stock options or other ownership interest, excluding diversified mutual funds; or, other financial benefit). You need **not** disclose how much you received.

3. Describe in the grid below the role of your spouse, partner or you with which one or both of you has a relevant financial relationship, ex. employment, management position, independent contractor (including contracted research), consulting, speaking and teaching, membership on advisory committees, or review panels, board membership, and other activities, etc.

Disclosure List will be shared with the OptoWest 2019 audience

Commercial Interest/ List Company name	Nature of Relevant Financial Relationship	
	What was Received?	For What Role?

My signature on this document confirms all of the following:

I agree that I will keep my presentation free from commercial interest or bias. I will maintain independent control over the content of my presentation so that it is balanced, objective, presented with scientific rigor and not be for the purpose of promoting products, equipment, etc. (Therefore, my presentation should not be

perceived by attendees as a commercial.) **Educational materials that are a part of this activity, such as slides, abstracts and handouts cannot contain any advertising, trade names, or product-group messages.**

I agree to notify COPE in writing should any information provided, including financial/proprietary information, change at any time during the three year qualification period of this course. I further agree that I will not change the basic content of my presentation following approval.

I agree to disclose to the audience the existence of any significant financial/professional relationships with the manufacturer(s) of any commercial product(s) and/or the provider(s) of any commercial service(s) discussed in the educational presentation. (Said relationships can include such things as grant/research support, employment, consulting and/or speakers bureau arrangements, major stock ownership, etc.) I will disclose any of these relationships, whether or not there is direct commercial support for the CE activity. This disclosure is made to provide the audience the information on which they can make judgments as to a presenter's objectivity. **Speaker will include a disclosure slide at the beginning of each Course presentation.**

I agree to disclose if my course material and information was created independently or if had assistance. **The disclosure must include who provided the assistance.**

I agree to disclose the attendees; **a)** when products or procedures being discussed are off label, unlabeled, experimental, and/or investigational (not FDA approved); **b)** any limitations on the information that is presented, such as data that are preliminary or that represent ongoing research, interim analyses, and/or unsupported opinion.

I agree that I have an ethical responsibility to make appropriate decisions related to my presentation, and all issues involving financial remuneration. (Considerations in this regard could include kickback schemes or multiple remunerations for a single event.)

I agree that reimbursements to me must come directly from the COPE-approved Administrator/Provider (COA). Supporters cannot supplement nor provide any financial incentives to speak on COPE accredited courses.

I agree that under no circumstances can I serve as both the Administrator/Provider and instructor for a COPE-accredited CE course or event at the same time.

I agree not to promote any of my books, consulting services, etc. during the lecture(s).

Acceptance of COPE Rules and Regulations

I have read, understand, and agree to abide by all conditions and guidelines set forth in this disclosure agreement. The agreement shall be governed under the laws of the State of California.

Signed: _____ Date _____
<SPEAKER>

Exhibit B: Speaker Acknowledgement

This information will also be used by COA for the Conference program and the advertising and marketing of the speaking engagement.

Speaker: <SPEAKER NAME>

Please provide your course objectives.

(Please type this information)

Title	Description	Objectives	CE hrs	Category
What Do I Do Doc? Cases from the Phone	Using case examples, this course will review commonly prescribed oral medications used for various ocular infections, inflammatory conditions and pain. Common side effects of oral medications will be discussed.		1	Oral Pharmaceutical
Challenging Cases From Front to Back	As ODs we tend to separate the front of the eye from the back of the eye. However, there are conditions that affect the eye from the anterior to posterior. This course will use cases examples to illustrate how, as ODs we need to treat the whole eye.		2	Systemic Disease

*Please include learning description and objectives for all courses listed

Signed: _____

<SPEAKER>

Date: _____

Exhibit C: Audio-Visual Requirements

Every room will be set up with a standing lectern and a microphone. Please check any additional audio-visual equipment required for your sessions below:

MAKE OF YOUR COMPUTER (**Please check one**)

- PC
- MAC (*Please bring your own connector to connect your MAC to the LCD projector*)

Please note: Laptop computers are **not** provided in the session rooms.

AUDIO

- Hand Held Cordless Microphone
- Wireless Lavalier (clip on) Microphone

VISUAL

- LCD Projector and Screen

OTHER AUDIO-VISUAL REQUIREMENTS

The key to facilitating a well-organized meeting is in the planning and preparation; therefore, it is important that the requested Audio-Visual Requirements are received by Mau 31, 2018.

Signed: _____ Date _____
 <SPEAKER>

Exhibit D: Checklist & Deadlines

- | | |
|--|--|
| <input type="checkbox"/> Sign and Return Speaker Contract and Exhibits | Deadline: May 31, 2018 |
| <input type="checkbox"/> Submit Curriculum Vitae | Deadline: May 31, 2018 |
| <input type="checkbox"/> Submit Course Outlines | Deadline: May 31, 2018 |
| <input type="checkbox"/> Submit W9 | Deadline: May 31, 2018 |
| <input type="checkbox"/> Submit Course Handouts | Deadline: January 4, 2019 |
| <input type="checkbox"/> Submit Expense Report for Sacramento OptoWest | Deadline: One month after the event |
| <input type="checkbox"/> Submit Cell Phone Number
<i>(For emergency contact and while onsite)</i> | (____)_____ |

The key to facilitating a well-organized meeting is in the planning and preparation; therefore, it is important that the requested speaker material is received by the deadline dates above.

Signed: _____ Date _____
<SPEAKER>

Requested agreements and supporting documentation should be directed to:

Brenda Stewart
Education and Conference Coordinator
California Optometric Association
2415 K Street, Sacramento, CA 95816
Fax: 916.448.1423 or E-mail: brendas@coavision.org