



**WMHCA
Presenter Agreement**

THIS Presenter AGREEMENT ("Agreement") is entered into by and between **Washington Mental Health Counselors Association** ("WMHCA"), a non-profit corporation incorporated under the laws of the state of Washington, and _____ ("Presenter"). WMHCA and Presenter may be referred to herein individually as "Party" or collectively as "Parties." The pronoun "they" (inclusive of "themselves" and "their") is used in the Agreement as a non-gender-specific third person singular reference.

1. Background

The Parties recognize the mutual benefit of WMHCA and Presenter providing high quality professional continuing education courses ("CE Course"). The Parties enter into the Agreement to further that interest. The Parties specifically acknowledge and agree that Presenter is not, and should in no way be considered as, an employee, independent contractor, nor agent of WMHCA.

2. Non-Exclusivity

The Parties agree that this Agreement is non-exclusive. This Agreement shall in no way be interpreted to limit either Party's ability to enter into similar agreements with any other party, and both WMHCA and Presenter may enter into similar agreements with other parties.

3. WMHCA's Obligations Under This Agreement

3.1. Exercise of Best Efforts

WMHCA will exercise its best efforts to carry out the purpose of the Agreement.

3.2. Selection of Presentations

WMHCA shall have sole discretion to select CE Courses for presentation through WMHCA. WMHCA makes no guarantee that any CE Courses proposed by Presenter will be presented through WMHCA.

3.3. CE Course Hosting

WMHCA shall:

- i. advertise Presenters CE Course
- ii. manage participant registrations
- iii. host and facilitate the CE Course presentation
- iv. issue participants with continuing education certificates
- v. maintain documentation required for continuing education certification

3.4. Compensation to Presenter

WMHCA shall provide compensation to Presenter in accordance with Addendum A. Compensation shall be paid by WMHCA to Presenter within 30 days after completion of Presenters CE Course.



3.5. No additional compensation

Presenter is not, and will not be, entitled to compensation in any form from WMHCA except as set forth in this Agreement. The Parties expressly agree that this is a material term of this Agreement.

3.6. Course Archiving

WMHCA shall not be obligated to store nor archive CE Course Materials beyond the CE Course presentation date.

4. Presenter's Obligations Under This Agreement

4.1. Exercise of Best Efforts

Presenter shall exercise its best efforts to carry out the purpose of the Agreement.

4.2. Preliminary Information

Presenter shall deliver the information in Addendum B to WMHCA no later than 45 days prior to the scheduled date of Presenter's CE Course.

4.3. CE Course

Presenter shall facilitate a CE Course in accordance with the terms set forth in Addendum B.

4.3. Proprietary Rights

Presenter warrants to WMHCA that their CE Course, inclusive of all associated content and materials ("CE Materials") is solely the work of the Presenter and does not contain any material that infringes on the proprietary rights or copyrights of any other party. Presenter grants WMHCA, its affiliates, contractors, and partners of any and all type, a non-exclusive license to sell or otherwise disseminate CE Materials through the world for continuing education purposes in all media and formats now known or which may exist in the future. WMHCA will credit Presenter as the creator in any and all such dissemination. WMHCA shall not sell the CE Materials through any third party agreements without the express consent of Presenter.

5. Term and Termination

5.1. Term

This Agreement shall remain in effect until terminated in accordance with the terms of this Agreement.

5.2. Termination of Agreement by Parties

This Agreement may be terminated at any time upon written notice of either Party.

5.3. Automatic Termination of Agreement

This Agreement shall automatically terminate upon material breach of this Agreement by either Party.

6. Submission of Intellectual Property

By submitting presentation materials ("Materials") to WMHCA, Presenter affirmatively grants WMHCA, and any sub-licensees, the royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, publish, distribute, transmit, and display such Materials throughout



the world and to incorporate such in other works and in any form, media, or technology now known or later developed for the full term of any rights that may exist in such Materials in accordance with the terms of the Presenter Agreement between Presenter and WMHCA.

By submitting Materials to WMHCA, Presenter affirmatively represents and warrants to WMHCA that Presenter owns or otherwise controls all of the proprietary and intellectual property rights to the Materials, and that use of the Materials do not violate any agreement, contract, or policy Presenter is a party to and that Presenter will indemnify WMHCA for any and all claims resulting from the Materials which Presenter supplies.

7. Indemnification

Presenter agrees to defend, indemnify, and hold harmless WMHCA, its affiliates, contractors, and partners of any and all type, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including without limitation attorneys' fees and litigation expenses) relating to or arising from this Agreement, Presenter's fraud, violation of law, or willful misconduct, and any breach by Presenter of this Agreement.

8. Governing Law and Jurisdiction

8.1. Governing Law

The Parties agree that the laws of the state of Washington, without regard to principles of conflict of laws, will exclusively govern this Agreement and any dispute of any sort that might arise between the Parties.

8.2. Jurisdiction

The Parties agree to the exclusive jurisdiction of the federal and state courts presiding in King County, Washington, and agree to accept service of process by personal delivery or mail and hereby waive any and all jurisdictional and venue defenses otherwise available. Any party who unsuccessfully challenges the enforceability of this jurisdiction clause shall reimburse the prevailing party for its attorney's fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees

9. Miscellaneous

9.1. Modification

Any modifications or alterations to this Agreement must be in writing.

9.2. Entire Agreement

This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof, and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the State of Washington, without reference to its conflict of law rules.

9.3. Strict Compliance



No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

9.4. Severability

With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

9.5. Headings

Paragraph Headings are used in this Agreement are for the convenience of the Parties and shall have no legal meaning in the interpretation of the Agreement.

9.6. Notices and Communications

All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate address as set forth below, or to such other party, or address as may be hereafter specified by written notice. (For purposes of this section, effective notice to "Respective Party" is not dependent on whether the person named below remains employed by such Party.) The Parties agree to use their best efforts to immediately notify the other Party of changes in contact information, including, but not limited to, mailing address, telephone number, and e-mail address, and to promptly supplement this Agreement as necessary with corrected information.

9.7 Rules of construction

The Parties acknowledge that they have been represented by, or had an opportunity to consult with, competent counsel during the negotiation and execution of this Agreement and therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in any agreement will be construed against the party drafting such agreement.

9.8 Force Majeure

WMHCA shall not be liable for any damages resulting from a failure or delay in performance due to causes beyond the Parties' reasonable control and occurring without their fault or negligence. Without limiting anything else in this Agreement or otherwise, neither the Parties, their contractors, and partners of any and all type, nor all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and



attorneys will be liable for any loss resulting from failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems or errors, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, states of emergency declared by local, state, or federal authorities, strikes or other labor problems, wars, acts of terrorism or other armed conflict, or governmental restrictions.

The Parties hereby execute this Agreement to be valid and enforceable from the last date set out below:

Signature for WMHCA

Date

Print Name of Authorized Representative of WMHCA

Signature of Presenter

Date

Print Name of Presenter

Presenter Tax ID number

Presenter Mailing Address



Addendum A
Presenter Compensation

WMHCA shall provide the following compensation to Presenter upon successful completion of Presenter's scheduled CE Course:

\$200 per CE hour presented by Presenter.



Addendum B
Preliminary Information

Presenter shall deliver the following information to WMHCA no later than 45 days prior to the scheduled date of Presenter's CE Course.

- Course Description
- Learning Objectives
- Course Timed Outline
- Brief Bio for advertising
- Resume
- W-9
- Photo for website
- Assessment Questions
- Copy of Slides for presentation
- Poll Questions (Optional)