



Speaker Agreements

Publication and Recording Authorization

I hereby grant to the Healthcare Information and Management Systems Society ("HIMSS") and its subsidiaries, affiliates, agents, representatives, licensees, distributees, and successors and assigns, an exclusive, perpetual, fully paid-up, royalty-free, worldwide license (with the right to sublicense) to do any and all of the following:

Record, reproduce, use, publicly perform, publicly display, distribute or sell in any medium and to prepare derivative works of my presentation and any accompanying presentation materials (e.g., slides, handouts, speech, etc.) (collectively, the "Presentation").

Use my name, likeness, photo, voice, appearance, biographical information, statements, and performance in association with the Presentation and take photographs, record, project, stream, and broadcast the foregoing for the roles (e.g., speaker, moderator, facilitator, etc.) that I participate in a HIMSS Event. If my presentation is selected for distribution during the HIMSS Event, I understand that I may be asked to pre-record my session approximately 2 to 3 months prior to the engagement. By checking this box, I agree to meet deadlines to produce and record my presentation in adherence to the timelines that will be established. This recording may be used in lieu of a live presentation, should a situation arise that requires this. However, under normal circumstances, it will not otherwise be released for distribution and consumption until after live delivery at the event. In consideration of the foregoing, HIMSS agrees to acknowledge my contribution to the Presentation. HIMSS reserves all rights to determine if/when the Presentation will be presented and otherwise used.

Without limiting any of the foregoing, I acknowledge that such reproduction, use, public performance, public display, distribution, sale, and preparation of derivative works may include, but is not limited to, audiotapes, videotapes, web broadcasting, live simulcast, rebroadcasts, printed materials, and electronic/digital/computer media and other media. The Presentation may be edited as reasonably deemed necessary by HIMSS, and I forever waive any and all rights to royalties that may arise as a result of my participation.

I hereby agree that:

1. I will not present my HIMSS Event approved presentation for a period of three months prior to the date of the HIMSS Event.
2. I will not record (audio/video) and/or livestream my performance of the Presentation at the event. Should I desire to obtain a recording (audio or video) of my performance of the Presentation at the event, a request for such recording must be made in writing directly to HIMSS (HIMSSprofessionaldevelopment@himss.org) and shall be granted solely in HIMSS's discretion. Barring such written request and approval, I shall have no rights to

make, display, re-purpose or otherwise use any recording of my performance of the Presentation at the event.

3. As a courtesy, I will notify my HIMSS liaison in writing should this presentation be presented again within three months post- HIMSS Event.

I represent, warrant, and covenant the following:

1. I hold all rights to this Presentation, unless I created the Presentation in my role as an employee of the Federal government or unless this is a work made for hire under applicable law. The Presentation is original and that I am the sole author or co-author and owner or co-owner of the Presentation and have full power to make this declaration; and no agreement to publish is now outstanding; that it contains no matter libelous or otherwise unlawful or which invades individual privacy or which infringes any proprietary right at common law or any statutory copyright.

2. I will indemnify, defend, and hold harmless HIMSS, its subsidiaries, affiliates, agents, representatives, licensees, distributees, and successors and assigns (each an "Indemnified Party" and collectively "Indemnified Parties"), and any and all Indemnified Parties, against any and all suits, claims, demands, or recoveries, including but not limited to damages, costs, expenses, and attorneys' fees, which may be made, taken, or incurred at any time by or against any and all Indemnified Parties, which, directly or indirectly, arise from or relate to the Presentation or the license granted hereunder.

3. On behalf of myself, my heirs, and my successors, and assigns, I hereby release any and all claims against the Indemnified Parties, which, directly or indirectly, arise from or relate to the Presentation or the license granted hereunder.

4. If the Presentation contains a work made for hire under applicable law, I have the authority to bind my employer to this license granted hereunder. In this case, "I" is understood to include myself and my employer.

5. I have obtained all necessary clearances and licenses (including, but not limited to, any graphics, photographs, music, or sound that is or may be copyrighted by a third party), have cited all sources and /or included all necessary acknowledgements. Where I am using a previously published figure, table or text excerpt, I obtained written permission to reproduce it from the copyright holder, and I have acknowledged the original source in the caption for a figure or as a footnote to a table or text excerpt.

6. In the event that HIMSS shall commence any suit or action to interpret or enforce the agreements under this Authorization, I agree to reimburse HIMSS for its costs and expenses incurred in connection with such suit or action, including attorney fees and costs.

Financial Relationship(s) Disclosure | Conflict of Interest

In support of improving patient care, HIMSS collaborates with the accrediting organization Partners for Advancing Clinical Education ("Partners"). Partners is jointly accredited by the Accreditation Council for Continuing Medical Education (ACCME), the Accreditation Council for Pharmacy Education (ACPE), and the American Nurses Credentialing Center (ANCC), to provide continuing education for the healthcare team. All prospective planners, faculty, and others who may control educational content in Partners jointly provided activities are

expected to disclose all financial relationships they have had in the past 24 months with ineligible companies, prior to the beginning of the accredited CE activity. An ineligible company is any entity whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients (for specific examples of ineligible companies, visit [What is the ACCME's definition of an ineligible company? | ACCME](#)). There is no minimum financial threshold; Partners asks that you disclose all financial relationships, regardless of the amount with ineligible companies and regardless of the potential relevance of each relationship to the education. Partners must identify and mitigate any relevant financial relationships prior to activity development. In accordance with the ACCME, failure to provide disclosure information in a timely manner will result in your disqualification as a potential planner, faculty member, author, activity chair, or reviewer in this activity.



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Examples of Financial Relationships

Owner (e.g., sole proprietor, stockholder in privately held company)

Executive Role (e.g., Board of Directors, non-salaried role)

Researcher (Research funding from ineligible companies should be disclosed by the principal or named investigator even if that individual's institution receives the research grant and manages the funds.)

Consultant, Advisor, Speaker (e.g., advisory boards, speakers' bureaus); Independent Contractor (Including contracted research)

Royalties or Patent Beneficiary (Include product name along with Manufacturer/Company. Product information will be used only to identify degree of conflict and will NOT be disclosed to the learners.)

Individual publicly traded stocks and stock options (diversified mutual funds do not need to be disclosed).

For specific examples of ineligible companies, visit accme.org/standards