# PRESENTER SERVICES AGREEMENT

THIS PRESENTER SERVICES AGREEMENT (“Agreement”) is made effective this **XXXXXX** (“Effective Date”) by and between Advocate Aurora Health, Inc. (“AAH”) and

**XXXX**, an adult resident of XXXXstate (“Presenter”).

# Recitals

1. AAH desires to engage Presenter to speak to AAH’s target audience and other invited guests for purposes of educating the attendees on the subjects defined in Exhibit A (“Event”) on the terms and conditions specified in this Agreement.
2. Presenter holds itself out to the public as a speaker, accepts numerous speaking engagements and is interested in speaking at the Event on the terms and conditions specified in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

# Responsibilities of Presenter

1.1 Provision of Services. Presenter agrees to provide the services set forth in Exhibit A attached to and incorporated into this Agreement (“Services”).

1.2 Time Commitment. The parties agree that Presenter will devote the time specified in Exhibit A preparing for and speaking at this Event.

1.3 No Patient Care Services Provided. The parties acknowledge and agree that this Agreement does not cover or include the provision of any direct patient care services and Presenter does not need, and will not have access to, protected health information or any other information about patients to perform this engagement.

* 1. No Violation. Presenter represents and warrants that Presenter is not violating the terms of any other agreement or employment relationship by entering into this Agreement or providing the Services.
	2. Recording Consent. Presenter hereby acknowledges that AAH may film and/or record any presentations that are part of Presenter’s Services and hereby consents to such audio/visual recording. Such audio/visual recordings are intended to be used for additional internal education for AAH employees/personnel and shall be the sole property of AAH. Presenter has no right or access to such audio/visual recordings.
	3. Warranties. Presenter represents, warrants and agrees: (a) that the Services shall be performed in a timely, professional, competent, good and workmanlike manner and in accordance with industry professional standards and best practices and the requirements of this Agreement; (b) that in performing its obligations under this Agreement, Presenter shall comply with all applicable laws, regulations, codes and ordinances; and (c) that the individuals or entities providing services hereunder are not, and during the term of this Agreement will not be, listed by any governmental agency as excluded, debarred, or otherwise ineligible for participation in any governmental health care program and that it will promptly notify AAH of any such listing.

# Responsibilities of AAH

* 1. AAH will employ or arrange for AAH personnel and provide audiovisual equipment for the presentation and additional support services as AAH deems necessary and appropriate to facilitate Presenter’s performance of the Services (“Facilities”).
	2. It is understood that the sole purposes of AAH providing the Facilities to Presenter is to facilitate the Services to be performed by Presenter and the success of the Event.

# Compensation; Travel Expenses

* 1. AAH and Presenter agree that, as sole compensation for Presenter’s provision of Services, AAH will pay Presenter the amount specified in Exhibit A within 60 days of the Event.

3.2 If required, AAH will arrange for and pay for a hotel.

3.3 Presenter will submit original receipts or other documentation reasonably acceptable to AAH for reimbursement within thirty (30) days following the Event. AAH will reimburse approved reasonable travel expenses within forty-five (45) days following receipt of original documentation for the expenses incurred.

3.4 Both parties acknowledge and agree that the compensation paid to Presenter is commercially reasonable and consistent with fair market value for the Services.

# Term and Termination

* 1. Term. This Agreement will be effective as of the date it is fully executed and will remain in effect for a period of thirty (30) days from the date of the Event. Notwithstanding the foregoing, commitments made or obligations incurred prior to termination of this Agreement will remain in full force and effect, including the obligation to reimburse reasonable travel expenses as specified in Section 3 above.
	2. Termination. AAH and Presenter may terminate this Agreement upon a mutual agreement.

# Miscellaneous

* 1. Independent Contractors. Notwithstanding any other provision to this Agreement, it is expressively acknowledged and agreed by the parties hereto that Presenter is an “independent contractor” with respect to AAH and that nothing in this Agreement is intended to, nor shall be construed to, create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. AAH will not withhold any taxes or other withholdings from the Speaker Fee (as this term is defined in Exhibit A. Presenter is solely responsible for all tax and withholding obligations incurred as a result of receipt of the Speaker Fee.
	2. Assignment and Amendment. The assignment of this Agreement in whole or in part by Presenter is expressly prohibited. This Agreement may be amended during its term only in writing signed by both AAH and Presenter.
	3. No Payment for Referral. It is understood and agreed that no payment is being made hereunder to induce or encourage any referrals or other business arrangements among the parties. In the event there is a need for a referral for health care services, each party is free to make referrals to any party such party determines is appropriate and there is no understanding or intent, expressed or implied, concerning referrals between the parties. This arrangement is entered into in order to facilitate education of the participants and other invitees of the Event.
	4. Notices. Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand delivery or registered/certified mail at the addresses set forth in Exhibit A. Either party may change the address for notice by a notice given in conformance with this section.
	5. Venue/Choice of Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware (without regard to principles of conflicts of laws). All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file in federal court) courts located in Delaware.
	6. Counterparts; Facsimile Copy. This Agreement may be executed in counterparts, any one of which need not contain the signature of more than one party, but all of which, together, shall comprise one and the same agreement. Facsimile copies shall be deemed to be as valid as the original.
	7. Compliance with Laws. Each party to this Agreement represents and warrants that it will adhere to and comply with all applicable federal, state and local laws.
	8. Subrogation and Indemnification. Presenter agrees to waive subrogation and indemnified AAH against third party claims regarding actions or inactions of the Presenter.
	9. Force Majeure. Neither party shall be responsible for any failure to perform its obligations under this Agreement if it is prevented or delayed in performing those obligations for reasons including but not limited to acts of God, fires, floods, weather, pandemic, accident, governmental acts, injunctions, labor strikes and other like events that are beyond the reasonable anticipation and control of the party affected.

**IN WITNESS WHEREOF**, this Agreement has been executed as of the day and year first above written.

|  |  |
| --- | --- |
| **Advocate Aurora Health, Inc.** | **Presenter** |
|  |  |  |
|   By:  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:  |
| Name: Lisa GrimmTitle: Assoc Director, SourcingDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   Name: Kathleen Capp Title: AVP Sourcing Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ‘  Name:  Title: Presenter Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Exhibit A**

**Educational Activity Name:** “**Insert Program Name**”

**Duties/Responsibilities of Presenter:** This Presenter will be speaking for one-hour on the topic of **“Insert Topic”** at the **Insert Event Name** (“Event”) being held on **Insert Date**.

**Amount of Payment**: Presenter will receive a speaker fee in the amount of **Insert amount in figures** (**Insert amount**) (“Speaker Fee”).

**To Receive Payment**: Presenter will deliver to AAH a statement indicating the date(s) and hour(s) spent completing Services and any applicable tax documents.

**Compensation; Travel Expenses**: Not applicable; conference is virtual.

**Notices:**

**If to AAH, to: Advocate Aurora Health, Inc.**

 **750 West Virginia Street**

 **Milwaukee, WI 53204**

 **Attn: General Counsel**

**If to Presenter, to: Insert Presenter Name, Address and Contact Information**