

Contributor Agreement

This Agreement is made and entered into this **[Date]** by and between the Academy of Nutrition and Dietetics ("Academy"), on behalf of **[DPG Name]**, and **[Contributor Name]** ("Contributor"), pursuant to which Contributor will provide the below described services to the Academy. Academy and Contributor hereby agree as follows:

1. **Term:** Contributor will provide the services described in Paragraph 2 of this Agreement until such time as the work described in Paragraph 2 of this Agreement is completed, or through **[Date]** whichever occurs first. In no event shall Contributor provide services under this Agreement beyond **[Date]**. Notwithstanding the foregoing, Contributor expressly acknowledges that this Agreement may be sooner terminated pursuant to the provisions of Paragraph 9, below.
2. **Services of Contributor:** In exchange for the compensation identified in Paragraph 3 hereunder, Contributor will provide the following services to the Academy:
 - a. Creating original content as necessary for **[Section/Chapter Name]** of **[Title of Publication]** ("the Work").
 - b. The information and data provided in any document delivered to the Academy by Contributor shall not contain any false or misleading information and shall be based on credible supporting data and information. Contributor does hereby warrant and agree that:
 - (i) the Contributor's Work is original and not in the public domain;
 - (ii) Contributor is the sole proprietor of the Work, no part of which has been previously assigned to another party and has full power and authority, free of any rights of any nature whatsoever by any other person, to enter into this Agreement and to grant the rights which are granted to the Academy in this Agreement, and the Contributor indemnifies and holds harmless the Academy, its officers, employees, agents and members from and against liability and expense, including reasonable attorney's fees, arising from or out of any breach of the foregoing warranties;
 - (iii) the Contributor's Work has not previously been published, in whole or in part, in any form; and
 - (iv) the Work does not, and if published will not, infringe upon any copyright or any proprietary right at common law.
3. **Compensation:** Compensation to Contributor will be **[Compensation Amount]**. Compensation will be paid in accordance with the following schedule:
 - a. Contributor will receive **[Payment Terms; eg, Contributor will be paid within 30 days after approval of final draft]**.
4. **Reimbursement of Expenses:** The Contributor will be reimbursed for necessary and relevant expenses incurred during the term of this Agreement in connection with Contributor's services under this Agreement. Expenses must be related to development of the Work. In order to obtain reimbursement for expenses, Contributor must submit receipts for expenditures in excess of \$25.00, and expenses totaling more than \$100.00 will not be reimbursed if prior written approval for such expenses has not been obtained.
5. **Independent Contributor:** It is understood that Contributor will perform services hereunder as an independent Contributor and not as an employee of the Academy. Contributor will at all times in the

performance of this Agreement remain an independent contractor. Contributor expressly acknowledges that the Academy has no obligation to provide any type of insurance or other benefits to Contributor. Contributor is an independent contractor and shall be solely responsible for any unemployment, workers' compensation, or disability insurance payments to be made on Contributor's behalf and any social security, income tax, or other withholdings, deductions or payments which may be required by federal, state or local law with respect to any sums paid to Contributor pursuant to this Agreement. Contributor expressly waives any claims against the Academy for workers' compensation and unemployment insurance benefits. This Agreement does not appoint Contributor as an agent or legal representative of the Academy for any purpose whatsoever. Contributor is granted no right or authority under this Agreement to assume or create any obligation or responsibility for or on behalf of the Academy, or to otherwise bind the Academy or to use the Academy's name, except with the prior written approval of the Academy.

6. **Confidentiality:** Contributor acknowledges that the Academy is placing Contributor in a position of trust and confidence. In particular, the Academy and Contributor recognize that to develop high quality work, the Academy will need to reveal Confidential Information (as defined below) to Contributor and that Contributor will be provided with or have access to the Academy's Confidential Information. While performing services under this Agreement, and after the provision of services under this Agreement ends, Contributor expressly agrees: (i) not to directly or indirectly use any bit of Confidential Information for Contributor's personal benefit, or for the benefit of any entity other than the Academy or any company owned or operated by the Academy (and their affiliates); and (ii) not to reveal, divulge, disseminate, disclose, lecture upon, or publish, any bit of Confidential Information without having first obtained written permission from the Academy. Contributor will safeguard and maintain secret all Confidential Information and all documents and things that include or embody Confidential Information. After Contributor's provision of services under this Agreement ends for whatever reason, or upon request by the Academy, Contributor will deliver to the Academy all documents, notes, memoranda, correspondence, records, notebooks, and similar repositories of Confidential Information, including all copies thereof and all computer stored information, then in Contributor's possession or under Contributor's control, whether or not prepared by Contributor. "Confidential Information" means any written or oral information disclosed to Contributor or known by Contributor as a consequence of Contributor's performing Contributor's obligations under this Agreement, which information is not generally known in the industry in which the Academy is or may become engaged, and any business, products, processes or services of the Academy or any company owned or operated by the Academy (and their affiliates), including, but not limited to, any information relating to research, development, inventions, concepts, ideas, designs, techniques, flow charts, products under development, and the documentation thereof. It will be presumed that all information supplied to Contributor for the purpose of Contributor performing Contributor's obligations under this Agreement is Confidential Information. Contributor's obligations shall continue, as to each bit of information, for so long as such information remains Confidential Information. The Academy estimates that the value of the Confidential Information will not begin to dissipate for at least five years.

7. **Work and Work Product:** The Work and all Work Product created by Contributor under this Agreement shall be and remain exclusively the property of the Academy, and Contributor hereby expressly relinquishes any claim to copyright or ownership of any and all rights, remuneration, or royalties pertaining to, or generated by the publication of the Work or the Work Product. The Work and all Work Product created by Contributor under this Agreement is a “work made for hire” under the copyright law and the Academy may file applications to register copyright in the Work and all of the Work Product as author and copyright owner thereof. If, for any reason, any of the Work or the Work Product is excluded from the definition of a “work made for hire” under the copyright law, then Contributor, without further consideration from the Academy, does hereby assign, sell, and convey to the Academy the entire right, title, and interests in and to the Work and all of the Work Product, including the copyright therein. Contributor shall execute any documents which the Academy deems necessary in connection with the assignment of the Work, all of the Work Product and copyright therein to the Academy. Contributor will take whatever steps and do whatever acts DPG/MIG requests -- including, but not limited to, placement of the Academy’s proper copyright notice on the Work and all of the Work Product—to secure or aid in securing copyright protection in the Work and all of the Work Product and will assist the Academy or its nominees in filing applications to register claims of copyright in the Work and all of the Work Product. The Academy will reimburse Contributor for Contributor’s reasonable expenses in carrying out Contributor’s obligations under this Paragraph. The Academy shall have free and unlimited access at all times to the Work, the Work Product and all copies thereof, and shall have the right to claim and take possession on demand of the Work, the Work Product and all copies thereof.
8. **Equal Employment Opportunity/Affirmative Action Policy Statement:** The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.5, the affirmative action commitment for disabled veterans and other protected veterans, set forth in 41 CFR 60-300.5, the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.5, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this purchase order. By accepting this purchase order, the Contributor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.
9. **Assignment, Termination:** This Agreement may be assigned by the Academy. This Agreement may not be assigned by Contributor without the Academy’s prior written consent. In the event of the death or inability of Contributor to carry out Contributor’s obligations hereunder, this Agreement shall immediately terminate, and the Academy’s obligations shall cease upon payment of fees and approved expenses accrued through the date of this Agreement’s termination. Notwithstanding anything in this Agreement to the contrary, either party may cancel this Agreement upon 30 days’ written notice to the other party, and it is expressly understood and agreed to by Contributor that the provision of such notice by the Academy to Contributor shall in no way obligate the Academy to provide Contributor with any compensation whatsoever above and beyond that which is due and

owing for services performed and work completed in accordance with the provisions of Paragraphs 2 and 3, above.

10. **Force Majeure:** The performance of either party under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes (except those involving the Contributor's employees or agents), civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it from an economic, political, or from a personal safety or policy basis inadvisable, illegal, impractical or impossible to perform their obligations under this Agreement or any government or other advisory that travel or meetings are not to be undertaken, either party may cancel this Agreement for any one or more of such reasons upon written notice to the other.
11. **Entire Agreement:** This Agreement contains the entire agreement between Contributor and the Academy with respect to the provision of the Contributor's services described herein, and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties, including all prior employment agreements, whether or not fully performed by the Contributor or the Academy. No amendment to or modification of this Agreement shall be effective unless the amendment or modification is reduced to writing and signed by Contributor and the Academy.
12. **Titles and Headings:** The titles and headings contained herein are for convenient reference only and shall not be deemed or construed to be part of this Agreement.
13. **Governing Law:** This Agreement shall be construed, defined and interpreted under the laws of the State of Illinois, and venue in any judicial proceeding concerning this Agreement shall be in the County of Cook, State of Illinois.
14. **Severability:** The provisions of this Agreement shall be severable. The unenforceability or invalidity of any one or more provisions, clauses, or sentences hereof shall not render any other provision, clause or sentence herein contained unenforceable or invalid. The portion of the Agreement which is not invalid or unenforceable shall be considered enforceable and binding on the parties and the invalid or unenforceable provision(s), clause(s), or sentence(s) shall be deemed excised, modified, or restricted to the extent necessary to render the same valid and enforceable, and this Agreement shall be construed as if such invalid or unenforceable provision(s), clause(s), or sentence(s) were omitted, modified, or restricted. The provisions of this Paragraph and Paragraphs 7&9 shall survive the termination of this Agreement for any reason.

ACCEPTED AND AGREED TO:

Contributor: **[Contributor Name]**

By: **[Executive Director/Treasurer]**, its
Authorized Officer

Contributor FEIN* or Social Security #
*If using FEIN, please provide full business
name associated with the number

[DPG Name]