AMERICAN ACADEMY OF FAMILY PHYSICIANS

CME FMX Faculty Service Agreement

THIS CME FACULTY SERVICE AGREEMENT (this "Agreement") is made as of April 15, 2017 by and between the American Academy of Family Physicians (the "AAFP") and Suraj Achar, MD, FAAFP (the "Faculty Member").

WHEREAS, the AAFP wishes to retain the Faculty Member to provide the services hereinafter set forth; and

WHEREAS, the Faculty Member agrees to provide said services to the AAFP on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

1. **Agreement.** The AAFP agrees to retain the Faculty Member, and the Faculty Member agrees to be retained by the AAFP for the purpose of providing services as more particularly set forth in Section 2 in connection with the AAFP's 2017 Family Medicine Experience ("FMX"), which will take place in San Antonio, Texas from September 12-16, 2017.

2. **Duties and Responsibilities.**

   a. For FMX, the Faculty Member will serve as:

   ☒ Content Development Faculty
   ☒ Presentation Faculty – Live Lecture Only
   ☐ Presentation Faculty – Live and Recorded Lecture
   ☐ Moderator
   ☐ Other: Track Collaboration

   b. The Faculty Member's anticipated presentation and/or moderating schedule is as follows:

Session Title	Dates	Times	Honoraria/um
Peripheral Neuropathy	Sat. Sept 16 Sat. Sept 16	11:15-12:15 1:30-2:30	Content Development: $200 Presentation(s): $400
Valvular Heart Disease	Thr. Sept 14 Thr. Sept 14	7:30-8:30 3:30-4:30	Content Development: $200 Presentation(s): $400

c. The Faculty Member agrees to deliver the presentation(s) described above, to provide appropriate accompanying FMX materials (the "Materials") to the AAFP, and to complete other actions, all in accordance with the terms and conditions set forth in this Agreement and in accordance with the schedule that the AAFP shall reasonably request, including, but not limited to, the following:

Materials and Actions	Due Date
Participate in AAFP-provided Faculty Development	As requested
Disclosure of Unlabeled/Investigational Uses of Products Form	July 5, 2017
Slide Presentation/Handouts, including Audience Engagement System (AES) Questions and Answers	July 5, 2017
Update Conflict of Interest Form (https://nf.aafp.org/ConflictOfInterest/form/cme/)	July 14, 2017
Recorded Presentations (FMX On Demand):	
Disclosure of Unlabeled/Investigational Uses of Products Form	N/A
Slide Presentation/Handouts, including Audience Engagement System (AES) Questions and Answers	N/A
Pre-/Post-Assessment Questions (Recorded Lecture Only)	N/A

d. The Faculty Member agrees to perform and provide to the AAFP services in accordance with the terms and conditions set forth in this Agreement, including those applicable to the particular capacity(ies) indicated in Section 2(a) above, as more particularly set forth in the AAFP's Faculty Handbook for Live Activities (the "Handbook"), which is available at www.aafp.org/dam/AAFP/documents/events/fmx/fmx17-faculty-handbook.pdf and hereby incorporated by reference herein. If there is a conflict between the terms of this Agreement and the Handbook, the terms of the Handbook will govern and control.

e. If the Faculty Member is preparing Materials, the Faculty Member's completed Materials must be acceptable to the AAFP. To be considered complete and acceptable, the Materials must (i) be formatted according to the specifications communicated by the AAFP and (ii) include the content in the agreed-upon educational plan and provide sound, up-to-date clinical information.

3. **Compensation and Expense Payments.**

a. Compensation.

i. The AAFP agrees to pay the Faculty Member the following honoraria/um:

	Faculty Member Role	Honoraria/um
☒	Faculty – Content Development/Revision	$200 per presentation topic
☒	Faculty – Live Presentation	$200 per session presented
☐	Faculty – Live and Recorded	$100 per session recorded
☐	Other: Track Collaboration	$200 per track

ii. Substantial delays that interfere with the production schedule for FMX, as determined in the AAFP's discretion, may result in a 20% reduction of the Faculty Member's total honoraria/um or in the complete nonpayment of the honoraria/um.

b. Travel Expenses. The AAFP will reimburse the Faculty Member for only the FMX reimbursable travel expenses specifically described in the Handbook. Additionally, the Faculty Member will be provided with a $550 stipend for each speaking day.

c. Payment. All honoraria/um compensation and reimbursements will be in the form of a check issued by the AAFP. Compensation and reimbursement checks will be issued within 30 days following the AAFP's receipt of properly completed Faculty Voucher. The Faculty Member shall direct honoraria/um amount(s) to be payable to any one of the following:

- to the Faculty Member
- to the Faculty Member's employer/practice
- to the AAFP Foundation
- to the AAFP
- to the STFM Foundation

The Faculty Member may not divide expense reimbursements among multiple individuals and/or entities.

4. **Licensure and Maintenance of Certification.** The Faculty Member represents and warrants that, to the extent applicable, the (i) Faculty Member is duly certified or licensed to practice by the professional regulatory body(ies) of the jurisdiction(s) in which the Faculty Member practices, and (ii) Faculty Member's certification in the applicable Maintenance of Certification physician program has not lapsed or expired. If there is an investigation, suspension, or other change in status of Faculty Member's licensure or certification as set forth in the previous sentence, the Faculty Member shall promptly notify the AAFP of such investigation, suspension, or other change in status.

5. **Term and Termination.**

a. The term of this Agreement will end on the latest date listed in the table set forth in Section 2(b).

b. Either party may terminate this Agreement for any reason as long as such party provides written notice to the other party by July 14, 2017. The AAFP may terminate this Agreement immediately upon sending written notice to the Faculty Member (i) if the Faculty Member refuses to complete any of the Faculty Member's duties or responsibilities set forth in Section 2, (ii) if the AAFP decides in its discretion to do so based on the changed status of the Faculty Member's licensure and/or certification as set forth in Section 4, or (iii) if the AAFP decides in its discretion to do so based on the Faculty Member's participation in a Concurrent Event (defined in Section 5(c) below). Either party may terminate this Agreement by sending written notice to the other party if the other party breaches this Agreement (and such party has not cured the breach within fourteen (14) days after receipt of such notice).

c. The Faculty Member (i) understands that the AAFP discourages individuals speaking at FMX CME events from participating in any commercial or promotional exhibit, including, without limitation, Satellite CME Events and Product Theaters (a "Concurrent Event"), held over the same days as the FMX CME activity whether officially sponsored by the AAFP, and (ii) agrees that if the Faculty Member chooses to participate in a Concurrent Event during FMX, the Faculty Member shall promptly notify the AAFP of such participation, which may entitle AAFP to terminate this Agreement.

d. Upon early termination of this Agreement: (a) the Faculty Member will no longer be entitled to the honoraria/um compensation and expense reimbursements set forth in Section 3, and (b) neither party will be liable to the other for any damage or loss sustained by reason of, or resulting from, the termination of this Agreement.

6. **Conflict of Interest.** The Faculty Member acknowledges that he or she has completed the AAFP's Conflict of Interest Form prior to entering into this Agreement. The Faculty Member shall

have a continuing obligation to update his or her Conflict of Interest Form as changes to his or her relationships occur. Additionally, by July 14, 2017, and if applicable, within one year of such date, the Faculty Member shall (a) submit notification of update of his or her Conflict of Interest Form to the AAFP or (b) confirm to the AAFP that his or her Conflict of Interest Form remains complete and accurate.

7. **Independent Contractor.** The parties agree that the Faculty Member's status under this Agreement is that of an independent contractor and that the Faculty Member is not an employee of the AAFP. As an independent contractor, the Faculty Member is responsible for all taxes relating to payments made under this Agreement and is not eligible to participate in the AAFP's benefit plans.

8. **The Faculty Member's Ownership and Use.** As between the AAFP and the Faculty Member, the Faculty Member will be the sole owner of any Materials developed, submitted and/or used by the Faculty Member in connection with FMX. The Faculty Member represents and warrants (a) that the Materials are factually accurate and contain no libelous or otherwise unlawful statements; (b) that the Faculty Member owns and/or has the right to use the Materials as contemplated hereunder; and (c) that such use will not violate the proprietary or personal rights of any third party (including, without limitation, copyrights, trademarks or privacy rights).

9. **The Faculty Member's Grant of Rights to the AAFP**. The Faculty Member grants to the AAFP and its designees the following rights and licenses on a non-exclusive, irrevocable, worldwide, sub-licensable basis:

   a. The right to record the Faculty Member's presentation and/or Materials on audio/video, and to reproduce, distribute and sell transcripts, copies and audio/video recordings of the same, in whole or in part, for any and all lawful purposes and in any form or format, including, without limitation, print, current and future electronic media (e.g., DVD, CD-Rom, flash drive) and the Internet/Intranet and other online networks (collectively, "Format");

   b. The right for the Faculty Member's presentation and/or Materials to be presented by other faculty/presenters if the Faculty Member is unable to attend FMX due to illness, death of a family member, or as determined by the AAFP;

   c. The right to use the Faculty Member's name, likeness, image, photograph and biographical data in connection with the promotion and distribution of the presentation and/or Materials;

   d. The right to include all or part of the presentation and/or Materials in presentation slides, handouts and other program materials, which are made available in any Format and the right to revise the materials as deemed appropriate for inclusion thereof;

   e. The right to include all or part of the presentation and/or Materials in AAFP or third party publications published and/or distributed in print media (e.g., published program materials, transcripts, presentation summaries) and the right to revise the materials as deemed appropriate for inclusion thereof; and

   f. The right to make derivatives of all or part of the presentation and/or Materials and to include the same in reprints, anthologies, translations and any other AAFP products or publications.

   The Faculty Member represents and warrants that AAFP's exercise of any such rights will not violate the rights of any third party. This Section 9 will survive any termination of this Agreement.

10. **Force Majeure.** Except for the reimbursement of any travel expenses incurred by the Faculty Member, neither party will be responsible for any failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, war or terrorist activity, government regulation, labor disputes, or serious accidents.

11. **Commercial Support.** The Faculty Member acknowledges the AAFP accepts commercial support for its CME activities and topics with a demonstrated need for family medicine physician education. Inclusion of a financially supported program at FMX does not constitute the AAFP's endorsement of a product or service. All supporting companies will be required to sign an agreement to abide by all ACCME Standards for Commercial Support Continuing Medical Education.

12. **Confidentiality.** With respect to any information supplied by the AAFP to the Faculty Member in connection with this Agreement and designated by AAFP as confidential or restricted, or which the Faculty Member should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure (including, for example, AAFP research data or AAFP financial data), the Faculty Member agrees to protect the confidential information in a reasonable and appropriate manner and to not disclose such information to any third party. The foregoing obligations will not apply to information which is: (i) publicly known, (ii) disclosed by a third party not subject to a similar obligation of confidentiality, (iii) independently developed, or (iv) required to be disclosed pursuant to legal requirement or order (in such case, the Faculty Member shall promptly notify the AAFP to enable the AAFP to pursue a protective order).

13. **Miscellaneous.**

    a. Modification; Waiver. This Agreement may be modified or amended only by a written instrument executed by both parties after the date hereof. The AAFP's waiver of any provision or default under this Agreement will not constitute a waiver concerning any other provision and will not affect the AAFP's right to thereafter exercise any right or remedy concerning any other provision or default whether similar or not.

    b. Entire Agreement. This Agreement and any documents and instruments executed in connection with this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

    c. Notices. All notices, consents, approvals and other communications hereunder ("Notices") shall be in writing only and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, sent by recognized overnight delivery service (e.g. Federal Express or UPS), or by email addressed to the parties at the addresses set forth below or such other address as either party may hereafter designate as its notice address:

    Faculty Member:

    Suraj Achar, MD, FAAFP
    9333 Genessee Ave, Ste 200
    San Diego, CA 92121
    Phone No.: (858) 657-8600
    Email: sachar.md@gmail.com

AAFP:

American Academy of Family Physicians
Attention: Jenifer Scheibler
11400 Tomahawk Creek Parkway
Leawood, KS 66211
Phone No.: (800) 274-2237, ext. 6562
Email: FMXCMEStaff@aafp.org

All Notices shall be deemed given on the date deposited in the U.S. mail as herein above required, deposited with the overnight delivery service, or transmission of email is confirmed; provided, however, the time period for which a response to any such Notice shall commence to run from the date of actual receipt thereof as reflected by the receipt therefore, it being agreed that refusal or inability to deliver because of a change of address or facsimile number of which no Notice was given shall constitute delivery as of the date such delivery was attempted.

d. Assignment. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Neither party shall assign all or any part of this Agreement without the prior written consent of the other party.

e. Governing Law. This Agreement will be construed and interpreted in accordance with and governed by the laws of the State of Kansas without regard to its conflicts of law principles.

f. Counterparts. This Agreement may be executed in one or more counterparts, including by email, facsimile or other electronic means, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties have agreed to and executed this Agreement as of the date first set forth above.

FACULTY MEMBER

By: _____
Printed Name: Suraj Achar, MD, FAAFP

AMERICAN ACADEMY OF FAMILY PHYSICIANS

By: _____
Printed Name: Paula Shipper
Title: CME Faculty Strategist