



MAOT-APPROVED PROVIDER PROGRAM

COURSE PROVIDER/S AGREEMENT/DISCLOSURES/DISCLAIMERS/ ATTESTATION FORM

This Agreement is made in reference to any “Content” that is being submitted to the Massachusetts Association of Occupational Therapy, Inc. (“MAOT”-First Party) by the Course Provider/s or Instructor/s (“Provider/s”-Second Party). For the purposes of this agreement, “Content” means any information, data, or works of authorship, including videos, images, lectures, course materials, brochures, resumes, schedules, and syllabi. The “Provider/s” MUST accept this agreement in order to have their course reviewed by “MAOT” under its Approved Provider Program. Your electronic signature/typing of your name constitutes your legal signature in accordance with the applicable laws. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and within the jurisdiction of the Commonwealth of Massachusetts.

Copyright, Property rights, Release of Information, & Fair Use of Content All providers must clearly note information from any non-original source and documents within audio-visual aids, handouts, study materials, and/or during the dissemination of the course content. They must ensure that they have properly secured all permissions from the original source prior to disseminating any copyrighted material/property. Providers are solely responsible for securing any or all permissions for copyrighted material, property rights, and release of information, etc., in accordance with all applicable laws. Provider/s are solely responsible for any or all claims brought by any third party against any copyright infringement.

“Provider/s” attest that to the best of Provider/s' knowledge, “Provider” has all necessary rights and authority to grant the rights herein granted with respect to the “Content” provider/s' upload, share, or otherwise provide in connection with their engagement in the Approved Provider Program. “Provider/s” attest that to the best of their knowledge, the Content contained within the submission is within the parameters of the Fair Use doctrine.

The Provider/s further represent that “Provider/s” have used and will use best efforts; (i) not to incorporate or use any libelous, slanderous, or infringing Content; (ii) not to incorporate or use any Content containing obvious bias or discriminatory language; and (iii) to consider learners with disabilities in the preparation and presentation of Content for such course(s), such as verbally describing visual elements for the visually impaired.

Changing Content Following Submission:

“Provider/s attest that to the best of Provider/s' knowledge, Content that Provider/s' submit for approval with MAOT’s Approved Provider Program will remain unchanged between the time of approval and the course completion date(s). “Provider/s” acknowledges that if providers make changes to the content following the initial submission, “Provider/s” will submit a notice of changes to MAOT at least 30 days prior to the course date(s). “Provider/s” understand that “Providers’ application may not be changed once fully completed and approved.

Professional Conduct and Non-discrimination Policy:

“Provider/s” affirm that Provider/s is/are in good standing with the affiliated profession, as applicable by local, state, and federal laws. “Provider/s” demonstrate a high standard of professional conduct and compliance with their professional code of ethics, and “Provider/s” do/does not discriminate against anyone based on gender, sexual orientation, age, race, disability, socio-economic or ethnic background. “Provider/s” are expected to foster an inclusive and respectful learning environment.

Conflict of Interest Disclosure:

All presenters and speakers must disclose any financial and non-financial interest or their relationships (i.e., manufacturers, vendors, grant sources, research support, consultants’ relationships, etc.) with the content of the course (i.e., the products, services, or outcomes, etc.) that may be discussed in the educational activity/ course. **It is imperative that all conflicts of interest must be identified by the provider/speaker prior to the course so that participants of the educational program may have these facts fully disclosed prior to the course and may form their own judgment about the course content. The commercial support standard requires that presentations give a balanced view of opinions, preferably using generic names. If it is necessary to use a Trade name, then please use those of several companies, if possible, and/ or disclose any conflict of interest. Providers must not promote their own product without addressing value to practice, conflict of interest statement, and disclaimer statement of financial and non-financial interest.** The provider/s must provide in writing all conflicts of interest and all disclosures, if any, to the MAOT in the box provided below. “Provider/s” attest that “Provider/s” will not PROMOTE or SELL products or services as a part of this course.

“Provider/s” hereby release, discharge, promise not to sue, and hold harmless MAOT and its affiliates, successors, Board Members & its appointees/ nominees, & assignees from and against any and all claims, demands, and/or causes of action arising out of or in connection with the exercise of any rights herein granted, including, without limitation, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy or violation of any other rights relating to any Content provider/s upload, share or otherwise provide in connection with use of the Platform.

“Provider/s” certifies and represents that “Provider/s” have read this document in its entirety and fully understands its meaning and effect.

“Provider/s” also attest under the pains of perjury that “Provider/s” is/are authorized to sign this document.

I AGREE to the terms and conditions of this Agreements/Disclosures/Disclaimers/Attestations of the MAOT-Approved Providers Program in its entirety.

Financial Relationships

Financial relationships may include receiving a salary, royalty, intellectual property rights, gifts, speaking fee, consulting fee, honorarium, ownership interest, or other financial benefit. Financial relationships can also include “contracted research” in which the institution receives the grant, manages the funds, and the individual is the principal or named investigator on the grant.

Do you have financial relationships that are relevant to the proposed course’s content to disclose?

No

Yes

If yes, please provide details of financial disclosures/conflict of interest here (please include name of company/organization/ individual and a description of the relationship).

Non-financial Relationships

Non-financial relationships may include personal or professional roles, experiences, and background that might present a bias.

Do you have non-financial relationships relevant to proposed course's content to disclose?

No

Yes

If yes, please provide details of Non-financial disclosures/conflict of interest here (please include name of company/organization/individual and a description of the relationship)

Please Print/Sign/Type your name in below to accept the terms and conditions. (Note: Your electronic signature/sign/typing your name constitute your legal signature in accordance with the applicable laws)

Provider/s Signature:

Date (MM/DD/YYYY)