Academy of Nutrition and Dietetics

Copyright and Contracts

Affiliate Legalities

- Affiliates are independent legal organizations
- As such, you are susceptible to legal ramifications

When to Contract?

- Services or Expertise is Needed
- Money is Exchanged
- There is a Definition of Expectations
- Partnerships
- Deliverables are Exchanged
- NOTE: Can be Oral or Written

Contract Details

- Parties Included
- Term and Termination
- Location
- Services of Contractor
- Compensation and Reimbursement
- Confidentiality
- Force Majeure
- Attrition
- Indemnification
- Ownership of Work-product

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Request for Proposals (RFPs)

- Request for services needed
- General Overview and Background
- Criteria for Responders
- Length of time Work Needed

Recommend for anything over $1,500 or over 6 months of work

Obtain at least 3 bids

Staff Contracts

Staff Responsibilities

Staff Considerations

Contractor or Employ?
- Look at employment laws in your state
- Employees - responsible for payroll tax, FICA, W2, etc.

Items to Consider:
- Scope of Work
- Hours Worked
- Work Location (office/home)
- Employee Benefits, Payroll, Taxes
- State Laws
- Cost/Fees
- Length of Agreement

Contracted Staff Requirements

- Have a signed contract with outline job responsibilities
- Create a more detailed job responsibilities document
- Self incorporate to avoid risking personal property
- Purchase liability insurance as a small business

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Contract Assessment

Annual Review/ Assessment:
- Performance
- Identify areas of growth/goals
- Review Expectations
- Open Conversation

Annual Budget Review:
- Cost Compared to Performance/Work
- Overall Percentage of Cost
- RFP Policy

Copyright and Contracts

Copyright - Who Owns the Work?
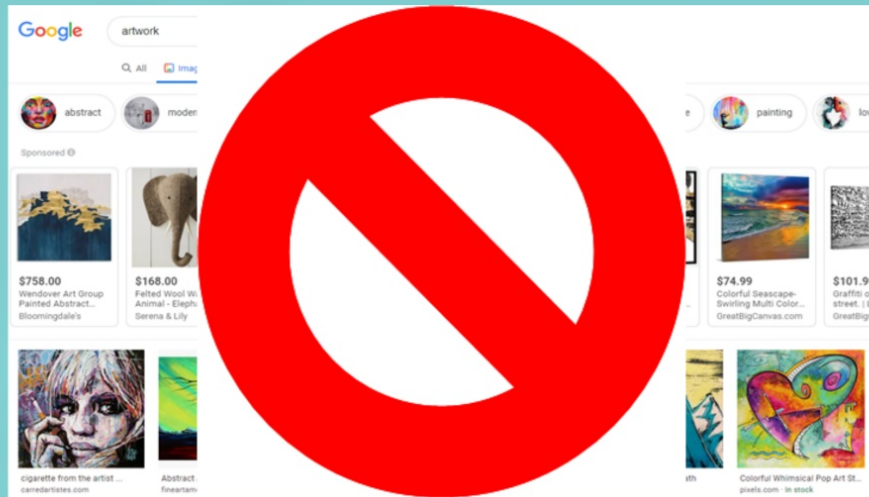
Original Creator is the Owner

With two exceptions:

   1. Created for an employer
   2. Created within the parameters of a service agreement

Rights of Owner

- Right to use
- Right to reproduce
- Right to distribute
- Right to display
- Right to make derivatives
- Right to make adaptions

Copyright Infringement

- Articles, text and images on the internet are not public domain
- Web Crawlers
- Need written permission for use.

Transferring Copyright

Capture permission via author, photography or speaker agreements.

Ask permission for use:
- How
- Where
- When
- How Long

Reprint Permission

- **Asking** permission for re-print
- **Granting** permission for re-print

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[Name]
[Address]
[City, State Zip]

Dear [XXX]:

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Sincerely,

Leverage Policies

Consider instituting the following policies.
- Copyright
- Reprint
- Linking to Website Content

You have full permission to use the Academy's policies as templates.

Academy Website Policies You Can Adapt

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Officers

Affiliate

Additional Protection and Liabilities

Members

Protections
for Members

Events
 • Permission to record Q&A and chat
 • Video, camera and screen shot
 • Photography

LIABILITY AND PHOTOGRAPHY WAIVER: I understand that the Academy/SCAN may, at its option, take screenshots, videos or recordings of SCAN Symposium virtual events, which may include my likeness or participation, and reproduce them in the Academy/SCAN educational, news or promotional material, whether in print, electronic or other media, including the Academy website (www.eatright.org) or SCAN website (www.scandpg.org). By participating in the SCAN Symposium I hereby grant the Academy/SCAN permission to make, use and distribute such items, and I waive any rights to seek payment or compensation.

Civility and Conduct
 • Harassment free
 • No inappropriate language or verbal abuse

If you experience any unacceptable behavior during the symposium, please contact the SCAN office. Types of unacceptable behavior include:

 • Harassment, intimidation, or discrimination in any form.
 • Verbal abuse.
    ◦ Examples of verbal abuse include, but are not limited to, verbal comments related to gender, sexual orientation, disability, physical appearance, body size, race, religion, national origin, inappropriate use of nudity and/or sexual images in public spaces or in presentations, or threatening or stalking any attendee, speaker, volunteer, sponsor, staff member, service provider, or other meeting guest.

During the symposium, participants are asked to adhere to the following rules:

 • The recording or transmission of any education sessions, presentations, videos, or content in any format is strictly prohibited.
 • Presentations, postings, and messages should not contain promotional materials, special offers, job offers, product announcements, or solicitation for services.
 • Participants should not copy or take screen shots of Q&A or any chat room activity that takes place in the virtual space.
 • The Academy/SCAN reserves the right to remove inappropriate messages

The Academy/SCAN reserves the right to take necessary action if deemed necessary to remove any attendees for unacceptable behavior.

Officer Insurance Coverage

- The Academy purchases, on behalf of and for the benefit of Affiliate,
  - Insurance coverage for General Liability,
  - Directors and Officers Liability,
  - Errors and Omissions,
  - and such other insurance coverage as is deemed prudent by the Academy from time to time, through the Academy's authorized insurance provider
- Insurance costs are deducted annually from the June Affiliate Rebate.
- Coverage includes internal and external districts.
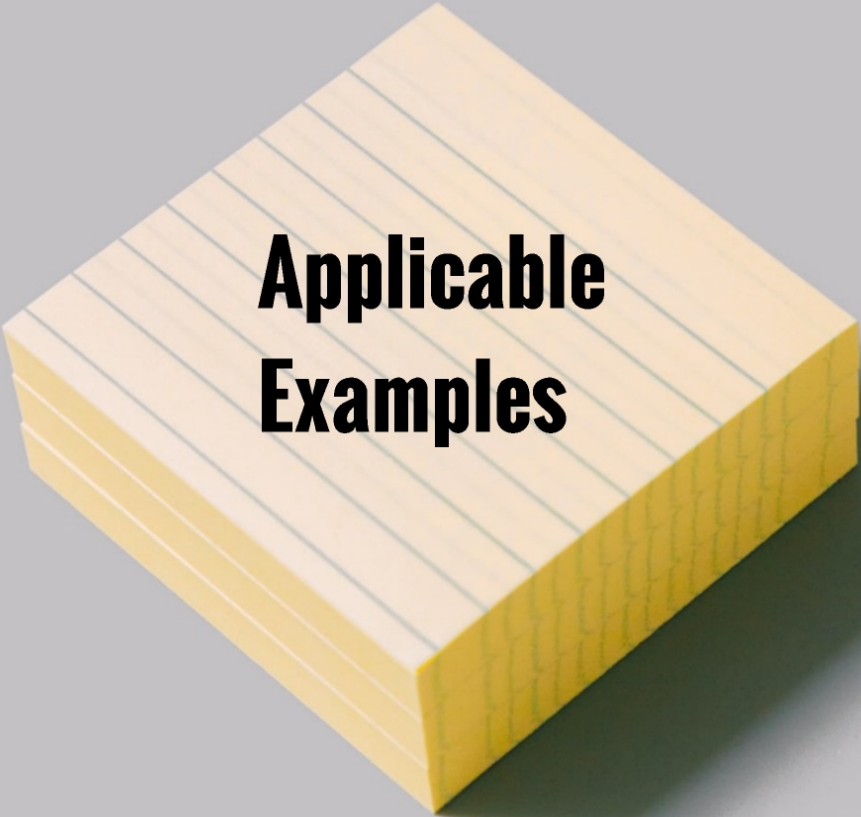
Affiliate - Academy Agreement

- Proof of Insurance *(for venues)*
- Additional event insurance *(5K or fitness activities)*
- Public policy and licensure alignment
- Lobbying expenditure
- Permission to use the Academy name *(affiliate logos)*

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Applicable Examples

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