



## Midwest Association of Housing Cooperatives

### Instructor Agreement for year of 2018 Educational Offerings

Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_ between \_\_\_\_\_ (instructor**s**) and the MAHC Association, a not-for-profit corporation.

#### ***IT IS AGREED:***

- 1. Responsibilities: Instructor shall be an independent contractor in the delivery of educational programs at such times and places as mutually agreed to by MAHC and the instructor. MAHC shall have the right to use Instructor's name, title, affiliation, photograph, and business or company name in connection with services performed pursuant to this Agreement.***
- 2. Use of Intellectual Property. Instructor shall supply materials to be used for class/seminar. Preferred delivery will be power point and copied handouts that are of quality that are legible and user friendly. Handouts will be void of Company printed binders, logos, or other material that appears to be a marketing tool for the Instructor. The exception would be material that is copy written by the Instructor or books and literature that is copy written by an outside source and used as a tool for instruction. MAHC has the right to review any materials or resources when it deems appropriate.***
- 3. Representations before other organizations in teaching for or making presentations to other organizations, Instructor shall not imply MAHC endorsement without prior approval to do so.***
- 4. Cancellations: In the event an instructor needs to cancel their assignment; the Instructor will make every effort to give as much lead-time as possible so that the subject can be assigned to another Instructor. ***If possible instructor should work to recommend or help to offer someone that could teach their subject.******
- 5. Warranties: Instructor represents and warrants that;***
  - Instructor's education presentations under this agreement, whether oral or in written or printed form, shall contain nothing of such nature as may reasonably be considered scandalous, defamatory, obscene, or harassing on the basis of any class protected by federal , state, or local anti-discrimination laws.***

- ***Instructor shall not, in the performance of services under this agreement, intentionally or otherwise violate, infringe, or impede the legal or equitable right of any person, firm, corporation or other organization, including copyrights and trademark right, or rights of privacy. The instructor represents that the intellectual property used in the class is owned by the instructor or permission has been granted to the instructor by the owner of said intellectual property; and further, that MAHC is granted permission to use said intellectual property for its own purposes.***
- 6. ***Upon termination of this Agreement for any reason, Instructor will discard or return (if requested) to MAHC any material that may have been loaned or given to the Instructor.***
- 7. ***Execution and Applicable Law: This Agreement has been executed in Michigan and shall be governed in accordance with the laws of the state of Michigan in any respect.***
- 8. ***Joint Effect of this Agreement: Nothing in this Agreement shall be deemed to create a partnership or agency relationship between MAHC and Instructor or to make the parties jointly liable for any obligation arising out of the activities and services contemplated by this Agreement.***
- 9. ***Use of Information: Instructor shall not, during the term of this Agreement impart to anyone any confidential information, which instructor may acquire in the performance of his or her duties under this Agreement except permitted by MAHC.***
- 10. ***Term: This Agreement shall be effective for the annual conference.***
- 11. ***MAHC reserves the right to periodically review the performance of an Instructor and reserves the right to audit any class to ensure that its performance standards are being met.***
- 12. ***Assignment: Instructor will notify MAHC of any additional Instructors or Aides.***
- 13. ***Instructors or other team leaders helping with **the class will “at no time” use part of the time allowed to teach about their topic for the purpose of promoting their company.** Teaching time will be for the topic only. No “infomercial information” will be presented to the class during classroom time.***



**20. This form filled out completely and signed is due on or before  
November 8, 2017**

**Signed by:**

**Instructor:** \_\_\_\_\_

**Date:** \_\_\_\_\_