**AAD Image Collection: Provider Attestation for Submissions**

* I understand that the image(s) and accompanying information I submit to the AAD Image Collection will (i) be published on [www.aad.org](http://www.aad.org) or an AAD-designed platform for members to access for educational purposes and (ii) be made available for AAD members to download and use exclusively for professional or patient educational purposes in digital, print, or live delivery methods without geographic limitation (together, the “Educational Purposes”).
* I hereby grant the AAD/A a transferable, royalty-free, non-exclusive, perpetual, worldwide license, with the right to grant and authorize sublicenses, to reproduce, copy, sell, distribute, repurpose, and publish the image(s) in any format, both print and electronic, available now or in the future. I understand that I retain copyright to the images and that the AAD/A will include the credit line I have provided when using the image(s).
* I represent and warrant that:
	1. The image(s) is my own original work or that I have obtained all necessary permissions and authorizations from all individuals or entities that may otherwise have a right, title, or interest in the image(s);
	2. The image(s) does not violate any copyright, proprietary or personal rights of others;
	3. The image(s) is factually accurate, contains no elements that were created or modified by generative artificial intelligence platforms, engines, or similar tools, and contains no libelous or otherwise unlawful matter;
	4. A signed authorization form allowing the image(s) and accompanying information to be used in the AAD Image Collection and that complies with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) and the regulations promulgated thereunder (together, a “HIPAA-compliant authorization”), has been voluntarily provided by each patient for which an image is being submitted; specifically, I have a obtained HIPAA-compliant authorization using either (a) the template authorization form provided to me by AAD or (b) a HIPAA-compliant authorization form required by my affiliated practice or institution that satisfies the following requirements:
		1. The form includes the submitted image(s) in its description of patient health information that can be disclosed and/or used pursuant to the authorization;
		2. AAD falls within the class of individuals or entities that is authorized to receive and use the image(s) or is named as an entity that is authorized to receive and use the image(s);
		3. You (Provider) are named as an individual or are included within the class of individuals who are authorized to disclose the image(s)
		4. The form allows the image(s) to be used for the Educational Purposes described above;
		5. The form contains an expiration date or an expiration event that relates to the image subject, as required; and
		6. The form is signed and dated by the image subject.
	5. I will store HIPAA-compliant authorization forms for all images submitted for as long as the images remain in the AAD Image Collection, or transfer them to AAD if I am no longer able to retain them, and will make copies of any authorization form available to AAD upon request;
	6. I will proactively include a copy of the accompanying HIPAA-compliant authorization form when submitting any image to AAD containing identifiable patient characteristics. Examples of identifying patient characteristics include, but are not limited to:
		1. Any facial photography (ie. full or partial facial images);
		2. Permanent, distinctive anatomical features, marks, or injuries (e.g. birthmarks; scars);
		3. Tattoos;
		4. Distinctive clothing, jewelry, piercings, or hairstyles; and
		5. Any environmental feature that could indicate the photo’s setting or geographic location;
	7. I will notify AAD immediately if a patient revokes their HIPAA authorization for an image or if an authorization expires; and
	8. All other patient permissions to submit the image(s) to the AAD Image Collection have been appropriately secured following all local, state, regional, and federal laws and regulations.
* I further agree to indemnify, defend and hold harmless AAD /A and its officers, directors, employees and volunteers from any and all third-party claims of copyright infringement or other third-party claims or damages (including reasonable attorney’s fees) made against AAD/A arising from or in connection with the uploaded image(s) or my use or disclosure of the image(s).

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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