

Speaker/Author Agreement

This agreement is defined for the Academy of Consultation-Liaison Psychiatry's (ACLP) annual meeting, herein referred to as **Consultation-Liaison Psychiatry 2019**, or the acronym, **CLP 2019**, scheduled at the Sheraton San Diego Hotel & Marina, San Diego, California, November 13-16, 2019, and is only applicable to submissions accepted and scheduled for this meeting. The term 'Speaker' incorporates poster/oral paper authors and co-authors.

1. Engagement: Speaker, to the best of speaker's ability, shall present at session(s) at *Consultation-Liaison Psychiatry 2019* (the "Event") scheduled at the Sheraton San Diego Hotel & Marina, 1380 Harbor Island Drive, San Diego, California, November 13-16, 2019.
2. Performance: Speaker shall present the sessions set forth in their speaker confirmation and shall:
 - 2.1. Abide by the dates;
 - 2.2. Not defame, slander or libel any person, firm, or corporation;
 - 2.3. Present sessions according to the terms of this agreement and shall not denigrate ACLP, its programs or representatives in any manner;
 - 2.4. Agree and state that all materials and content presented by Speaker do not infringe or violate any copyright, trademark, patent, or intellectual property rights of any person or entity;
 - 2.5. Agree and state that all materials and content presented by Speaker do not promote or endorse any product, service, device, or company. Speaker shall remain neutral and impartial during the presentation;
 - 2.6. Agree to remain within the confines of the session description provided.
 - 2.7. Agree that if discussing any product use that is off label, Speaker will disclose that the use or indication in questions is not currently approved by the FDA for labeling or advertising.
3. Independent Contractor Relationship: Speaker is an independent contractor. Speaker is not an employee, servant, agent, partner, or joint-venture of ACLP at any time contemplated by this Agreement, and shall not represent Speaker's opinions to be that of ACLP. Speaker at all times shall state that Speaker's opinions are those of Speaker and NOT those of ACLP and that if any media or other materials are used they shall so reflect.
4. Underlying Ideas: Speaker understands, and ACLP acknowledges, that Speaker retains rights to the original ideas, data, and analyses reflected in Speaker's presentation and that the Speaker may freely discuss and develop them in other contexts. Speaker agrees that if s/he uses or presents similar or related materials, including excerpts from the presentation itself, Speaker will not in any way designate them as, or indicate that they are or were, endorsed, sponsored, or approved by ACLP, or otherwise associated with ACLP or ACLP meetings.
5. Originality: Speaker agrees that his/her work is original and has academic integrity, or, if discussing the work of others, will always, in a clear, unambiguous fashion, provide proper attribution to the originator of said work, or risk disbarment from future Academy meetings.

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6. **Cancellation:** ACLP reserves the right to replace Speaker if due dates are missed. ACLP reserves the right to cancel any session or poster, change the duration or audience capacity of any session, or change the place of any session at its discretion at any time. In the event of cancellation, ACLP shall not be liable for any expenses, costs, or damages incurred by Speaker except for any expenses incurred and not recoverable. If Speaker desires to cancel, Speaker agrees to provide thirty (30) days written notice of cancellation prior to the event.
 7. **Promotion:** ACLP shall promote the Speaker's session in its electronic marketing to its contacts as well as on www.CLpsychiatry.org. At the discretion of ACLP, there may be promotional mailings. ACLP will provide Speaker with copies of all promotional materials if requested. Speaker agrees to the publication by ACLP of submitted abstracts in all ACLP promotional materials, including all online products, both before and after the meeting is held, solely at the discretion of ACLP.
 8. **Compensation:** Speaker understands and agrees that Speaker will not receive compensation, now or in the future, in connection with presentation recordings.
 9. **Recording:** ACLP records sessions at Consultation-Liaison Psychiatry 2019 for subsequent sale on its website. Speaker acknowledges that presentation(s) may be recorded, and hereby grants ACLP the following rights:
 - 9.1. The right to record Speaker's image, photograph, picture, likeness, and voice by any technology or means and, correspondingly, the right to said materials in connection with the marketing of ACLP's programs and/or events;
 - 9.2. The right to copy, use, perform, display, and distribute such recordings of Speaker and presentation for any legitimate purpose, including but not limited to distribution by means of streaming or other technologies via the internet or other distribution channels;
 - 9.3. Any materials created for the session shall continue to be owned by the Speaker and they will continue to be the copyright holder for said material. Speaker does, however, grant a non-exclusive, unrestricted, worldwide perpetual license to ACLP to utilize, as described above, the specific recorded audio or video production and handout or slide materials from the session(s) the speaker conducts or participates in at the Event.
- Speakers are advised to exercise caution in the use of proprietary, confidential, or copyrighted material in their presentations that may be restricted for further broadcast or use by third parties and bring such to ACLP's attention prior to the recording of these sessions.
- Speakers who decline to be recorded must notify the ACLP executive office at least 48 hours prior to the schedule date/time of his/her presentation.
10. **Meeting Registration:** Speaker agrees to register for the ACLP Annual Meeting at Speaker expense, unless specifically agreed otherwise in advance with ACLP.
 11. **Learning Aids:** ACLP does not print or provide handouts or proceedings to meeting attendees. All Speakers and Authors are required and agree to share electronic copies of presentation and/or supporting materials, in accordance with ACLP deadlines, prior to the start of the Event to support the learning outcomes of attendees. ACLP prepares feature-locked security of resulting PDF files prepared from Speaker and Author materials.

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- 11.1. Posters only: To be considered for ACLP poster awards, final versions of posters must be uploaded by end of day **October 13, 2019**.
- 11.2. Preconference Courses only: Speaker agrees to provide ACLP with a copy of Speaker's presentation for content review by **September 2, 2019**.
12. Risk: Speaker shall present the sessions contemplated by this document. Speaker shall indemnify and hold harmless ACLP from any claim, demand, loss, liability, damage, or expense arising in any way from the Speaker's performance of services.
13. Merchandising: Speaker shall not sell or promote any product or service at any time during the session presentation.
14. Miscellaneous: ACLP shall provide Speaker, upon Speaker's request, assistance and guidance with format of presentation, audience needs, etc.
15. Change: ACLP reserves the right to change these Terms & Conditions for any reason at any time up to seven (7) days before the Event. Speaker's continuation with presentation at Event will constitute agreement with these Terms & Conditions.