



TRANSACT 2023 | Speaker Agreement and Information Form

This agreement for professional speaking services is made and entered into this day by and between the “Speaker,” as specified in the signature field below, and the Electronic Transactions Association, in this agreement, “ETA.”

Function and Dates:

TRANSACT: Powered by ETA
April 24 – 26, 2023
Las Vegas, NV

TRANSACT Contact:

Linda Saye
Director of Content
lsaye@electran.org

ETA POLICY ON COMMERCIALISM

TRANSACT sessions are noncommercial forums. Individuals must refrain from the use of brand names and specific product endorsement. Under no circumstances should the session podium be used as a place for promotion of a speaker’s product, service, or monetary self-interest, nor for promotion of a product or service offered by Speaker’s employer or client.

Session handouts and AV materials used during presentations shall not include any company or organization logo, except on the first and last PowerPoint slide of the presentation.

In addition, Speaker agrees that content presented by Speaker shall not infringe or violate any copyright, trademark, patent or intellectual property rights of any person or entity.

Presenters from any session podium must refrain from overt statements or pointed humor that disparages the rightful dignity and social equity of any individual or group.

By signing the bottom of this page, Speaker acknowledges that he/she has read this page and agrees to comply with ETA’s non-commercial/non-marketing policy. Failure to do so will be considered a breach of the Speaker Agreement and can result in revocation of future speaking privileges.

1. Speaker Registration, Expenses, Reimbursement and Sponsorship

1.1 Hotel Accommodations. Speaker is responsible for his or her own travel and hotel expenses. Reservation information will be provided to you after you register for the conference.

1.2 Transportation. ETA does not reimburse ground transportation expenses.

1.3 Meals. ETA does not reimburse meal expenses. ETA hosts numerous functions during the conference; speaker is welcome to participate.

1.4 Conference Registration. The speaker DOES NOT receive complimentary meeting registration. A speaker selected to present their presentation will NOT be recognized as an in-kind sponsor.

1.5 Other Expense Items. Any expense items not specified in this Agreement are expressly excluded.

2. Audio Reproduction of Presentation

ETA and its designated agent is expressly authorized and granted the right to audiotape Speaker's presentation(s) and is granted a perpetual license to reproduce and sell such, as it sees fit, without paying any compensation or remuneration to Speaker.

2.1 Content Recording. ETA and its designated agent is expressly authorized and granted the right to audio record Speaker's presentation(s), use of associated material (including, but not limited to, PowerPoint files) for use in the publishing of event-based materials for distribution in any media format on behalf of the above-noted organization. ETA and its designated agent may use some or all of these components either in whole or in part, synchronized or not. Speaker understands and represents that they have the right to grant such permission based on copyright law and that the use of third-party material has been cleared for the purposes as set out herein.

If Speaker is using a personal laptop or desktop computer, it may be necessary for ETA and its designated agent to install proprietary software on Speaker's system to capture the required slide timings of Speaker's presentation(s). ETA and its designated agent will remove this software following the presentation.

Speaker shall receive no compensation for this recording, but shall receive, upon request, a complimentary copy of any product that is produced using Speaker's presentation.

3. Video Reproduction of Presentation

ETA and its designated agent is expressly authorized and granted the right to videotape Speaker's presentation(s) and is granted a perpetual license to reproduce and sell such, as it sees fit, without paying any compensation or remuneration to Speaker.

4. Transcription and Publication of Presentation

ETA is expressly authorized and granted the perpetual right to transcribe and publish Speaker's presentation(s) in the ETA journal, on the ETA website, or any other ETA publication or educational product as it sees fit, without paying any compensation or remuneration to Speaker. Minor editing changes may be made; Speaker reserves the right of final approval of the manuscript or educational product before publication or release by ETA. Any such article will carry Speaker's name as author.

In connection with Sections 2-4 above, Speaker agrees that ETA, its successors, assigns and designees are the sole owners throughout the universe and in perpetuity of any and all rights in and to the above described video and/or audiotapes and/or written materials and Speaker will have no rights or interest in any of them, whatsoever.

5. Biography & Photo

5.1 Biography. Speaker will provide ETA with a current biography no later than one week after receiving this agreement. ETA is authorized to use Speaker's name and biography in printed materials, publicity, promotion and advertising in connection with TRANSACT. ETA may use Speaker's name and biographical material during the conference to advertise and publicize the conference as well as subsequently in order to promote or publicize any audio, video, or written products related to Speaker's presentation. Speaker will be given the opportunity to review and approve subsequent uses, although such approval shall not be unreasonably withheld.

5.2 Speaker Photo. Speaker will provide ETA with a color photograph for use in print and/or online publications no later than one week after receiving this agreement. Digital photos are preferred, email in eps file format at 300 dpi or greater. ETA is authorized to use Speaker's name and photo in printed materials, publicity, promotion and advertising in connection with TRANSACT.

5.2 Speaker Marketing. Speaker agrees that ETA may use likeness and bio in marketing of the event.

6. Timely Performance

Timely performance of the terms, conditions, and duties in this agreement is the essence of the agreement. No failure or repeated failure on the part of either party to enforce or to require strict and literal compliance with one or more of the agreements in this agreement shall be deemed a waiver of it.

7. Commercialism/Marketing

ETA sessions are noncommercial forums. Individuals should refrain from the use of brand names and specific product endorsement. Under no circumstances should the session podium be used as a place for promotion of a speaker's product, service, or monetary self-interest, nor for promotion of a product or service offered by Speaker's employer or client.

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8. Failure to Perform

In the event that a conflict arises where speaker will not be able to perform speaking duties, speaker must inform ETA as soon as possible, in order that ETA may find a replacement speaker. ETA reserves the right to ask speaker for assistance in finding a replacement speaker.

9. Warranty and Indemnification

Speaker warrants that all materials contained in the handouts and in Speaker's presentation were created by and are owned by Speaker. Any materials not owned by Speaker are the subject of valid permissions from the copyright owners. Any such permissions include an acknowledgement that the materials will be reproduced and distributed by Speaker and/or ETA. Speaker shall indemnify and hold harmless ETA from any claim, demand, loss, liability, damage or expense arising in any way from the Speaker's performance of services.

10. Notices

All notices shall be made in writing sent by electronic mail, regular mail, or certified mail by one party to the other at the addresses provided in Paragraph 1 of this agreement.

11. Modification of Agreement

Any change to this agreement must be made in writing and agreed to by both parties. This agreement may not be assigned by speaker to any other party without written consent of ETA.

12. Cancellation

This agreement may be terminated for any reason by ETA at any time. If ETA terminates this agreement without cause, ETA will reimburse speaker for reasonable flight and hotel non-refundable expenses incurred by Speaker in connection with attending the event for presentation purposes.