



SPEAKER TERMS AND CONDITIONS

(INCLUDES WEBINARS)

1. INTRODUCTION

Thank you for your interest in speaking at one of our events or for one of our webinars. This Agreement sets out the terms and conditions under which we are engaging you for the speaking opportunity.

2. DEFINITIONS

In these terms and conditions, unless the context otherwise requires or except as expressly provided, the following terms shall have the following meanings:

"Brief"	means the written brief or explanatory briefing given to you by us, setting out the requirements for the Presentation;
"Content"	means the text, hand-outs, PowerPoint or other materials used or developed by you for delivery at the Event or for the Webinar, as the case may be;
"Event"	means the symposium, conference, seminar, round-table, workshop or other event, specified in the Brief, where a presentation is to be given in person by you;
"Delegates"	means individuals who attend the event;
"CAI"	means CA Institute Ltd. in the Czech Republic, incorporated with company number 02041162 and having its office on Marešova 304/12, 602 00 Brno, Czech Republic;
"Intellectual Property Rights"	means copyright and related rights, database right, patents, domain names, registered designs, design rights, trademarks, trade names, logos, trade secrets and know how, rights in performances, rights in goodwill or to sue for passing off, moral rights, the right to make applications for registration of any of the above (or rights of a similar nature) anywhere in the world (a) existing now or at any time in the future; and (b) whether registered or registrable or not;
"Fee"	means the payment due to you from us, if any, as agreed in the Brief;
"Presentation"	means the lecture, address or presentation to be delivered by you at the Event or Webinar;
"Speaker"	means a person engaged to speak at an Event or Webinar;
"WEBINAR"	means the presentation, specified in the Brief, to be spoken and/or presented, with text materials and visuals, and then delivered online.

GENERAL TERMS

3. OUR OBLIGATIONS

- 3.1 We shall cooperate with you and provide you with such information as you may reasonably require in order to facilitate you to duly and punctually comply with your obligations under this Agreement.
- 3.2 In our dealings with you, we shall endeavor to respond to any queries in a professional and timely manner.

4. YOUR OBLIGATIONS

- 4.1 You undertake to prepare and deliver your Presentation at the Event or for the Webinar in accordance with the Brief and this Agreement.
- 4.2 You warrant that the Content:
 - 4.2.1 materially conforms to the Brief;
 - 4.2.2 is written, developed and prepared with the skill, care and ability of someone of your caliber in your field of expertise;
 - 4.2.3 is of a high standard and reasonably suitable for the CAI members or students or Delegates to whom it is addressed; and
 - 4.2.4 does not contain anything which is illegal, blasphemous, defamatory or indecent or which infringes the statutory or common law rights of any third parties including any Intellectual Property Rights.
- 4.3 We take no responsibility for the Content, relying on you to write and construct this as appropriate. We may however, on reviewing the Content (if we choose to do so), request that you make changes to the Content, including editing, adapting and / or altering the Content in other ways so that the Content may be suitable for delivery at the Event or as a Webinar as the case may be. We shall endeavor to provide you with sufficient notice and reasons for the requested changes, and shall take your views into account wherever possible.
- 4.4 You shall not (except with our express prior written permission):
 - 4.4.1 save following review and input by us as to content, format and branding and final written sign-off by us, issue any questionnaires or give out any Delegate packs, assessments, feedback forms or handouts; nor
 - 4.4.2 give details or information, either to Delegates or to their sponsoring or employing companies, about any fees charged by you to us.

5. FEES AND PAYMENT

- 5.1 Payment of any Fee will be made once the Event has taken place, within 30 days of receipt of your invoice. Payment will be made by CAI unless otherwise stated. The Fee must be paid into your personal or business bank account.

6. EXPENSES

- 6.1 If specified in the Brief, we will reimburse you for your reasonable travel expenses including overnight accommodation provided that:
 - 6.1.1 any expenses must be approved in writing in advance by us, such approval not to be unreasonably withheld or delayed;
 - 6.1.2 standard class travel only will be reimbursed; and
 - 6.1.3 all original receipts are attached to your claim for expenses and itemized in an invoice.
- 6.2 Where applicable, lunch and dinner will be provided by us at the relevant venue or evening program and is not subject to the expenses provisions above. Providing you give us advance notice, we will cater for any special dietary needs.

7. PROMOTION

While we endeavor to promote Events and Webinars and to maximize attendance, the nature of our Events and Webinars means that we cannot give any warranties that the intended participants or delegates can and will attend the Event or in the case of a Webinar, that they will view or download it, nor that the promotion and/or any publicity expected by you will be generated.

8. INTELLECTUAL PROPERTY

- 8.1 You own all Intellectual Property in the Content and your Presentation and nothing in this Agreement transfers any Intellectual Property to us. In order for us to obtain the full benefit of your Presentation, you grant us the license set out in clauses 15.1 or 16.5, as applicable.
- 8.2 You are responsible for obtaining all necessary consents, permissions and/or licenses for the making available and distribution of Content under this Agreement.
- 8.3 You will indemnify and keep us indemnified at all times against any and all actions, claims, proceedings, costs and damages, and all legal costs and other expenses reasonably incurred by us, or for which we may become liable, with respect to any Intellectual Property Rights infringement claim relating to or arising out of the Content or your Presentation.

9. PUBLICITY

- 9.1 We will seek your written permission before using your trademarks and/or logos in any artwork or publicity material for the Event or Webinar.

10. REFUSAL OF CONTENT

- 10.1 If in our opinion the Content:
 - (a) is not of a standard suitable for a Webinar or the intended Event;
 - (b) does not fulfill the terms of the Brief or this Agreement; or
 - (c) is not provided to us on or before the specified date of delivery in the Brief, we will discuss this with you and attempt to resolve any issues in good faith.
- 10.2 If on conclusion of the discussion outlined in Clause 10.1, we remain of the view that the Content is not suitable, we may refuse the Content. If we refuse the Content, the Brief shall be cancelled and you shall not be entitled to the payment of any Fee.

11. TERM AND TERMINATION

- 11.1 This Agreement will remain in force, unless terminated by either you or us in accordance with this Clause 11. During the term of this Agreement, we are not obligated to provide you with any Briefs, and you are not obligated to give any Presentations unless we have agreed a Brief.
- 11.2 **Termination of Agreement with notice.** Where there are no outstanding Briefs, either party may terminate this Agreement on 14 days' written notice. Where there is an outstanding Brief, termination under this Clause 11.2 shall not take effect until the Presentation related to that Brief has been completed.
- 11.3 **Termination of Agreement without notice.** Either party may immediately terminate this Agreement by giving written notice to the other party, if the other party:
 - 11.3.1 materially breaches the Agreement and fails to remedy such breach within 30 days of notice given by the party not in breach to the other;
 - 11.3.2 materially breaches the Agreement where such breach is not capable of remedy;
 - 11.3.3 does anything which, in the reasonable opinion of the injured party, could damage or otherwise bring into disrepute the reputation of the injured party; or
 - 11.3.4 goes into liquidation, receivership, administrative receivership, administration, becomes insolvent or ceases trading or a petition is presented for its winding-up or bankruptcy.
- 11.4 **Effect of termination without notice.** In the event of termination of this Agreement under Clause 11.3: (i) any Brief not fulfilled at the date termination takes effect shall be cancelled, (ii) we will be under no obligation to pay the Fee and you will have no entitlement to the Fee; and (iii) we may, at our reasonable discretion and subject to Clause 6, refund to you any reasonable expenses already incurred but not paid prior to termination.
- 11.5 **You may cancel a Brief.** You will be entitled to immediately cancel any Brief by giving us notice in writing if:
 - 11.5.1 we announce that the Event, or the relevant part thereof, is cancelled and will not be rescheduled;
 - 11.5.2 we substantially change the nature or requirements of the Brief or the Event; or
 - 11.5.3 the Event is postponed
- 11.6 **We may cancel a Brief.** We may cancel any Brief on giving you 14 days' notice in writing if:



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- 11.6.1 (in our view) insufficient numbers of Delegates sign up to attend the Event or in the case of a Webinar, sign up for viewing or download; or
- 11.6.2 the Event or Webinar in our opinion is no longer practicable or financially viable for whatever reason.
- 11.7 **Effect of cancelling a Brief.** Where you cancel a Brief otherwise than in accordance with Clause 11.5 or without other reasonable explanation (as determined in our absolute discretion), you will use your best endeavors to work with us to minimize the costs of replacing you, which may include assisting us to find a replacement Speaker for the Event or Webinar and/or providing your Presentation or parts thereof to the replacement Speaker.
12. **CONFIDENTIALITY**
- 12.1 Each party agrees with the other that they will maintain the other party's confidentiality and will not make any unauthorized use of any private or confidential information about the other party and their business, members, customers or its private and financial affairs, as the case may be.
- 12.2 The provisions of Clause 12.1 above will not apply to any information in the public domain. Notwithstanding these terms, the provisions of this Clause 12 will survive expiry or termination (howsoever effected) of this Agreement.
13. **YOUR STATUS**
- 13.1 You declare that you are an independent contractor and nothing in this Agreement shall render you an employee, worker, agent, or partner of us and you shall not hold yourself out as such.
14. **MISCELLANEOUS**
- 14.1 This Agreement and the Brief constitute the entire agreement between you and us and supersede and extinguish all previous drafts, agreements, arrangements and understandings between us, whether written or oral, relating to its subject matter. Each party agrees that they do not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement or the Brief.
- 14.2 You shall not assign, or sub-contract any of your rights or obligations under this Agreement without our prior written consent.
- 14.3 No waiver by any party of any breaches by the other party shall be construed as a waiver of any subsequent breach of the same or any other provision of these terms and conditions nor shall any delay or omission on the part of either party to exercise or avail itself of any right or power that it has or may have hereunder operate as a waiver of any breach or default.
- 14.4 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.
- 14.5 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) by a third party.
- 14.6 This Agreement shall be governed and construed in accordance with Czech law and any dispute arising under them shall be submitted to the exclusive jurisdiction of the Czech Courts.

ADDITIONAL TERMS

15. EVENT

Where you are to give a Presentation at an Event, the following conditions shall also apply:

- 15.1 You grant to us a non-exclusive, limited license, commencing on the date of the Event and ceasing 6 months after the Event, to distribute copies of the Presentation to Delegates and other interested persons either in hard copy, electronically or online. All photographs and videos taken by third parties or parties unknown to us are considered as public and may be used without our control on social media and websites. You also grant us the unlimited license to use photographs and videos to promote future events.
- 15.2 The venue, event name and event date are indicative only and we reserve the right to alter them. Information given in any advance notification, program, agenda or mailing is indicative only and we give no warranty or undertaking that the Event will comply with the same. Subject to Clause 11.5.2, the Brief will remain in place notwithstanding such changes or alterations.

16. WEBINAR

Where you are to give a Presentation through a Webinar, the following conditions shall also apply:

- 16.1 We shall be responsible for recording and production of the Webinar;
- 16.2 We shall be under no obligation to deliver the Webinar within any specified period of time but we shall endeavor to have it available within the timeframe indicated in the Brief, if any;
- 16.3 We will be the owner of the copyright in the sound recording and film of the Webinar;
- 16.4 You consent to your voiceover and/or performance being recorded and included in the Webinar;
- 16.5 You hereby grant to us a non-exclusive perpetual worldwide license in all languages and all media to use the Webinar Content and/or any extracts thereof in the media and territory set out in the Brief; and
- 16.6 The Fee is inclusive of any rights to further license fees, residuals, fees for rental right, or any equitable remuneration in respect of the use of your Presentation.