

Speaker Terms and Conditions - EMDR Association of Australia (EMDRAA)

This agreement outlines the terms and conditions under which the Presenter will provide services and deliverables for the EMDR Association of Australia (EMDRAA).

1. Engagement & Services

- The Presenter agrees to provide the services and deliverables to EMDR Association of Australia as agreed to with EMDRAA.
- 2. The Presenter acknowledges that they have not entered an employment relationship with EMDRAA, but they are engaged to provide their services as an independent contractor of or independent contributor to EMDRAA under these terms and conditions.

2. Cancellation & Replacement

- 3. Should the Presenter no longer be able to present, the Presenter will notify EMDRAA in writing, providing as much notice as possible, and will not replace themselves without discussing a suitable replacement speaker and obtaining the agreement of EMDRAA.
- 4. If compensation was agreed to, the Presenter acknowledges that no compensation shall be payable in the case of cancellation, either by the Presenter or EMDRAA.

3. Conflict & Coordination

- 5. The Presenter will advise and consult with the EMDRAA if they plan on delivering the same content at another event within the four weeks before their speaking engagement with EMDRAA. Please note this is done to try and avoid conflicts with competing events and organisations.
- 6. Conflict of interests must be disclosed by the presenter to EMDRAA before accepting an invitation to speak or during the presentation submission process. Additionally, if the speaker is selected to present at an EMDRAA event, they must, at the commencement of their presentation, disclose the conflict of interest to attendees.
- 7. Involvement of an entity with commercial interest related to the topic area must be disclosed and must not influence the content of the activity (no brand or service promotion

within the content, although promotion can occur at the start or at the conclusion of the presentation).

8. Acknowledgment of any sponsor associated with the presentation can occur at the start, during breaks, or after the presentation, but must not be included in the presentation.

4. Professional Conduct & Standards

- 6. The Presenter must not do or be a party to any act or omission that may, in the opinion of EMDRAA, damage or adversely impact the reputation of, or goodwill associated with, EMDRAA. If the Presenter breaches this, EMDRAA may immediately terminate the invitation to present by giving written notice to the Presenter.
- 7. The Presenter grants the EMDRAA the right to use their name, logo, headshot, biography, other trademarks, and information, in connection with the presentation.

Additional Professional Standards:

- Presentation content is related to the abstract, designed with audience learning in mind (terms defined, context provided, well organised, timed appropriately).
- Presentation content is academically referenced and/or includes practice-based evidence (e.g., clinical observations).
- Presentations uphold the highest professional standards, are evidence-based, and use professional, inclusive, and non-discriminatory language
- Where trauma content is presented, efforts are made to avoid material that may trigger participants; trigger warnings are provided when necessary.
- Case material confidentiality must be maintained and identifying details concealed
- If the presentation includes a practicum component, the Presenter shall notify EMDRAA in advance and obtain EMDRAA's prior written approval before proceeding.
- Engage in discussion by critiquing concepts, not people; avoid ad hominem attacks or targeting groups
- Professionalism and collegiality must be maintained when addressing questions.
- There is zero tolerance for aggression of any kind, including verbal aggression, at the conference.



Important Notes on Compliance

- EMDRAA does not screen or assess presentation materials in advance presentation materials
 in advance. Presenters are responsible for ensuring their content complies with <u>EMDRAA's</u>
 <u>Safe and Respectful Association Policy</u>, <u>Code of Conduct</u>, and these Professional Standards.
- Breaches of these standards may result in the presentation not being made available for post-conference access, following assessment by EMDRAA.
- The presenter's name may be recorded in relation to the breach, which may be considered for future presentation opportunities with EMDRAA.

5. Recording & Intellectual Property

- 7. Where the presentation has been listed as recorded, the Presenter consents to EMDRAA recording (by any means) their presentation and agrees that the recordings are able to be used by EMDRAA for its educational and related purposes as it relates to this event.
- 8. The Presenter agrees they will not infringe the intellectual property or other rights of any third party in providing services to EMDRAA.
- 9. Any Intellectual Property Rights created in the development of the presentation will be owned by the Presenter, provided that EMDRAA is hereby granted by the Presenter an irrevocable and perpetual non-exclusive fee-free licence to use the presentation and associated items for its educative and related purposes as it relates to this event.
- 10. Nothing in this agreement affects the ownership of existing Intellectual Property Rights owned by the Presenter or any third party which are used in the provision of the Services or any Deliverable, but the Presenter grants or warrants that they have otherwise obtained for EMDRAA a licence to exercise those rights in order to use and otherwise deal with the Services and Deliverables, during the presentation and for the period of up to 12 months from the conclusion of the presentation.

6. Abstract Submission

9. By submitting, authors confirm they have obtained permission from all co-authors/co-workers to submit the abstract.



- 10. All content must comply with discipline-appropriate national or professional ethical standards.
- 11. The names and affiliations of authors, as submitted, will be used in connection with the abstract and any associated presentations.

7. Compensation & Invoicing

 Should compensation be agreed to, the Presenter will invoice EMDRAA for 100% of the agreed-upon fees on conclusion of the services. EMDRAA agrees to pay invoices within 30 days of receipt of the invoice.

8. Confidentiality

- 10. Neither party may use, disclose or reproduce the Confidential Information of the other party for any purpose unless the disclosure: a) is to the recipient's personnel who have a need to know; or b) is required by law.
- 11. The Presenter agrees to return any confidential information or documentation that was made available to them as part of their agreement to present.

9. Indemnity & Liability

- 15. The Presenter indemnifies, and keeps indemnified, EMDRAA against any Loss suffered or incurred by EMDRAA in connection with any claim which may be instituted against EMDRAA arising out of:
 - a) any failure by the Presenter to perform any of its obligations.
 - b) any breach of any warranty given by the Presenter.
- 16. Should the presenter travel to attend this event, they acknowledge that they do so at their own risk and are responsible for ensuring they adhere to all State, Federal, and Local government requirements, health orders, and restrictions. The presenter acknowledges that by travelling at their own risk, EMDRAA will not be held liable for any additional costs or losses incurred due to changes in travel restrictions.