

Terms and Conditions for Presentation Submissions and Making Presentations at Conference

PARTIES:

EXPERT EVENTS PTY LTD (ABN 35 619 941 561) of Suite 11, 137-143 Racecourse Road, Ascot, Queensland 4007 ("**We**", "**Us**", "**Our**")

and

THE PRESENTER IDENTIFIED IN THE APPLICATION, OF WHICH THIS AGREEMENT COMPRISES ANNEXURE "A" ("**You**", "**Your**")

BACKGROUND:

- A. We provide conference management services to Our client, the Host of the Event.
- B. You wish to submit a Presentation Submission for consideration and/or to make a Presentation at the Event.

OPERATIVE PROVISIONS:

PART A - General

1 Dictionary

1.1 In this Agreement:

"**Application**" means the application submitted by You to consider Your Presentation Submission or to make a Presentation at the Event.

"**Confidential Information**" means information of or pertaining to a party which is confidential or which the recipient knows or ought reasonably to know to be confidential.

"**Event**" means the Event referred to in the Schedule.

"**Host**" means the person or organisation referred to in the Schedule, being Our client, the host of the Event.

"**Intellectual Property**" means all forms of intellectual property throughout the world including copyright, patents, petty and innovation patents, patentable inventions, know-how, trade marks (whether registered or unregistered), registered and registrable designs, circuit layout rights, applications for registration of any of the foregoing and rights to apply for registration of any of the foregoing.

"**person**" includes a natural person, a company, a body corporate or other legal entity.

"**Presentation**" means a speech or other presentation made or performed or to be made or performed by You (and/or a co-author) at or for the Event, whether in open session, workshop, round table, by poster or by other means.

"**Presentation Materials**" means a paper, summary, hand-out, poster, power-point, video or other written or visual material supplied by You as an accompaniment to Your Presentation.

"**Presentation Submission**" means an abstract, synopsis, paper, expression of interest, summary, or outline of Your proposed Presentation, as submitted by You.

"**Your Principal**" means Your employer or any person whom You represent, or who has any legal rights (including but not limited to Intellectual Property rights and rights of confidentiality) in the content of a Presentation Submission, Presentation or Presentation Materials.

2 We are an agent of the Host

2.1 We enter into this agreement not in Our own capacity, but as agent for and on behalf of the Host, to the intent that:

- (a) this Agreement forms a contract between You and the Host;
- (b) all obligations, rights and remedies under this agreement that are expressed to be Ours, are obligations, rights and remedies of the Host. Express references to the Host in some provisions of this agreement does not imply that other provisions, that do not contain such a reference, are not for the benefit of the Host;
- (c) performance of obligations under this agreement by Us is deemed to be performance of obligations by the Host; and
- (d) to the extent that this agreement confers a benefit, right or remedy on the Host, it is further intended that We shall also have the benefit of and the right to exercise or enforce that right or remedy for and on behalf of the Host and also for Us.

3 Your co-authors, Principals, etc

3.1 If Your Presentation Submission and/or Presentation is written or created by You and a co-author, You agree that You enter into this agreement on Your own behalf and on behalf of any such co-author and You warrant that You have the express written authority of each co-author to do so. On Our request, You must:

- (a) provide a copy of such written authority; and/or
- (b) procure that Your co-author signs or otherwise expressly agrees to this agreement.

3.2 If You submit a Presentation Submission, Presentation Materials or make a Presentation in Your capacity as an employee or contractor of Your Principal, You agree that You enter into this agreement on behalf of Your Principal, to the effect that Your Principal is also bound by the terms of this agreement. You also warrant that You have the express written authority of

Your Principal to enter into this agreement on behalf of Your Principal. On Our request You must:

- (a) provide a copy of such written authority; and/or
- (b) procure that Your employer/principal signs or otherwise expressly agrees to this agreement.

4 We will consider Your Presentation Submission

4.1 We will consider, in good faith:

- (a) Your Application and Presentation Submission at the Event;
- (b) whether to invite You to make a Presentation at the Event,

and You agree that this constitutes valuable consideration in exchange for Your agreement to these terms and conditions.

5 No Fees; Agreed Disbursements

5.1 Unless We otherwise expressly agree(s) in writing, You accept and agree that You, any co-author and any Principal, as the case may be, will not receive payment of any kind, including any fee or reimbursement of expenses, for submission of a Presentation Submission or for the making of a Presentation.

6 Our absolute discretion to accept Your submission or invite You to make a Presentation and delegate registration

6.1 If You submit a Presentation Submission or a proposal to make a Presentation, We will determine, in Our absolute discretion, the format in which it is to be delivered at the Event.

6.2 If We accept Your Presentation Submission, You must also register as a delegate, accept the applicable delegate registration terms and conditions, and pay the applicable attendance fee for the Event, by **Friday 1 April 2022**, regardless of the format of your presentation.

6.3 This agreement is not exclusive to You in any respect. We may, in Our absolute discretion, accept presentation submissions and invite presentations which are similar to, or which address similar content to that contained in Your Presentation Submission.

7 Variation and cancellation

7.1 We are entitled to vary or cancel the Event in Our sole discretion. If the Event is varied or cancelled and Your Presentation Submission is not displayed or You are unable to make Your Presentation at the Event, neither We nor the Host have/has any liability to You whatsoever for any costs or losses You incur, including but not limited to transportation or accommodation costs. We recommend that You consider making accommodation and transport arrangements that permit variation or cancellation with appropriate refunds. We further recommend that You obtain insurance that will reimburse You accommodation and transport costs in the event of cancellation.

8 Confidential Information and privacy

- 8.1 Subject to the provisions of this agreement, the parties agree to hold in confidence and refrain from disclosure to third parties Confidential Information of the other party and to take reasonable precautions to prevent third parties from gaining unauthorised access to it.
- 8.2 You agree that at all times, in connection with the Event:
- (a) You must comply with the Australian Privacy Principles contained in the *Privacy Act 1998 (Cth)* (the “Privacy Act”);
 - (b) You have received Our privacy collection statement, a copy of which can be found at <https://conference.herdsa.org.au/2022/privacy-policy/>
 - (c) You must comply with Our privacy policy, a copy of which can be found at <https://www.expertevents.com.au/privacy-policy/>
 - (d) You must not disclose personal information (as defined in Privacy Act) of Our staff, contractors or (if applicable) of any attendee or other participant in the Event, to any third party.
- 8.3 Unless You are invited to make a Presentation, Your Presentation Submission will not be disclosed to any person other than to Our staff, to the Host and to the members of the Host’s Event programme and organising committees. You acknowledge and agree that the Host’s programme and organising committees may have members who are not employees of the Host.

9 General warranties

- 9.1 You warrant and agree that the information submitted in Your Application is true and correct in all respects.
- 9.2 You warrant and agree that Your Presentation Submission, Presentation and all Presentation Materials will:
- (a) be ethically and honestly prepared and, if based on research or trials, that such research and trials were ethically and honestly conducted;
 - (b) not be defamatory or breach any person's rights of confidentiality, privacy, or other legal rights;
 - (c) not be misleading or deceptive in any respect; and/or.
 - (d) not have content that is offensive or that brings Us, Our Client or the Event into disrepute.
- 9.3 You agree that any Presentation must be fairly based on, and consistent with, Your Presentation Submission or proposal to Us, and with Presentation Materials You provide.

10 Intellectual Property

- 10.1 Without limiting clause 9, You warrant and agree that Your Presentation Submission, Presentation and all Presentation Materials:
- (a) are and will be Your original work (and the original work of any co-author) and will not be copied from the work of, or infringe the Intellectual Property rights of any person; and

(b) do not breach any duty of confidentiality or contractual obligation that You may have to any person, or any Intellectual Property or confidentiality policy of Your Principal (if applicable).

10.2 We acknowledge and agree that, subject to clause 10.1 and the terms and conditions of this agreement, You (and, if applicable, Your co-author, or Principal) remain the owner of the copyright and other Intellectual Property rights in the content of Your Presentation Submission.

10.3 We may ask You to authorise Us and Our Client to make recordings of Your Presentation, and to reproduce it and re-publish it.

11 Notices

11.1 Notices must be sent to Us at the email address specified in the Schedule or such other address We may notify You other, in writing, from time to time. A notice to Us also constitutes a notice to the Host. A notice to You must be sent to the email address You provide when You submit a Presentation Submission, or such other email address as You may advise from time to time. A notice sent by email is served at the time of sending, unless the sender receives an automated notification from its email service provider or from the other party that the email was not sent or received.

12 Governing Law

12.1 This agreement is governed by the law s in force in Queensland, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that place.

SCHEDULE

HOST

Name: Higher Education Research and Development Society of Australasia (HERDSA)
ABN: 89 341 252 166

EVENT:

Name: Annual Conference of the Higher Education Research and Development Society of Australasia (HERDSA)
Proposed date(s): 27—30 June 2022
Proposed venue: Melbourne Convention & Exhibition Centre

ADDRESS FOR NOTICES TO EXPERT EVENTS AND HOST:

Email: admin@expertevents.com.au
Attention: Lidia Dalton