

Speaker Agreement Text

The Speaker represents that he/she has read the attached guidelines and agrees to comply with all terms therein, including without limitation all deadlines provided by the ACFE for written or electronic handout materials, audio-visual presentations, audio-visual equipment requests, etc.

The rights granted in this Agreement refer to the Speaker's entire presentation, including but not limited to the spoken words of the Speaker, any accompanying audio-visual or electronic presentations, and any accompanying written or electronic handout materials (hereinafter referred to singularly and collectively as the "Work"). The copyright in the Work will be retained by the Speaker.

The Speaker grants to the Association of Certified Fraud Examiners, including all subsidiaries, affiliates and successors thereof (hereinafter referred to singularly and collectively as "ACFE"), a non-exclusive, worldwide, royalty-free license and release to reproduce, reprint, publish, distribute, translate, transmit, film, record, and broadcast the Work in all languages. The rights granted extend to all forms of media, including but not limited to print, electronic and Internet distribution. ACFE shall give proper authorship acknowledgment to Speaker in connection with any use or promotion of the work. Speaker also authorizes ACFE and its designees to use the Speaker's name, likeness, photograph, and biographical information in connection with its use and promotion of the Work.

The Speaker represents and warrants to ACFE that the Work is the Speaker's own original work; that the Speaker is the sole owner of the Work and all of the rights herein granted; that the Speaker has the full right and power to make this release and license; that the work does not violate any copyright, proprietary, intellectual property or personal rights of others; and that the work is factually accurate and contains no matter defamatory or otherwise unlawful.

The Speaker represents and warrants to ACFE that the Work has not been presented to a competing organization (i.e., any group or organization whose business activities are primarily related to education in anti-fraud, accounting, law enforcement, or auditing practices) or an ACFE chapter and that the Speaker will not present the Work to such an organization before the conference.

It is understood that, other than the good and valuable consideration received for this release and license, the Speaker has not received nor will he/she receive any royalty or other monetary compensation from ACFE or its designees for the rights granted hereunder and the subsequent use of the work by the ACFE and its designees.

Communicable Disease Release and Waiver. If Speaker will appear at the Event in person, then Speaker acknowledges that ACFE cannot prevent Speaker from becoming exposed to, contracting, or spreading COVID-19 (or any similar communicable disease). Speaker agrees to assume all risks and accepts sole responsibility for any infection, injury or illness (including medical expenses) which Speaker may incur as a result of being exposed to, contracting, or spreading COVID-19 or any other communicable disease in connection with Speaker's performance under this Agreement. Speaker hereby releases, covenants not to sue, discharges, and holds harmless ACFE (including its officers, directors, employees, and agents) in connection with any exposure, infection, or spread of COVID-19 or other communicable disease. Speaker understands this release and waiver includes claims involving personal injuries, death, or disability (and all resultant costs and damages related thereto), and that it includes any and all claims based on the acts, omissions, or negligence of ACFE, its officers, directors, employees, or agents.