

WEBINAR AGREEMENT

between **International Society for Traumatic Stress Studies (ISTSS)**

and _____
[Full Name]

ISTSS _____ **Webinar**
[Month and Year]

This agreement must be signed and returned to ISTSS headquarters no later than _____:

Definitions:

Derivative Works: for the purpose of this agreement, Derivative Works are defined as “works based on or derived from one or more already existing works. In this instance, Derivative Works specifically include translations, abridgements and condensations of preexisting works.”

Presenter: for the purpose of this agreement, Presenter is defined as “an individual engaged by ISTSS for the purpose of delivering content via a Webinar format.”

Webinar Presentation: for the purpose of this agreement, Webinar Presentation is defined as “the verbal presentation by Presenter as a component of a specific Webinar.”

Webinar Materials: for the purpose of this agreement, Webinar Materials are defined as “PowerPoint slides and any additional handouts or other items in written and/or electronic form to be used to deliver a specific Webinar, along with any related audio or video recordings.”

1. Webinar Hosting and Facilitation: ISTSS will arrange or provide: a third-party provider of Internet hosting, audio services, promotion of Webinar in registration collateral, collection of fees, registration processing, registration lists, evaluation form preparation and tabulation, and day of delivery logistical support. It is understood that ISTSS also provides significant indirect support, including but not limited to: promotional material production and distribution, Web-based registration capability, staff support before and following the Webinar.

Per policy, ISTSS registration lists are considered confidential by ISTSS, and do not include email addresses, and Webinar attendee emails are not provided to Presenters. In addition, ISTSS registration lists are solely the property of ISTSS and are provided for the sole purpose of facilitating Presenter’s communications with course attendees under this Agreement. Presenters may not themselves (or permit others to) duplicate, sell, distribute, create derivative information from or otherwise use registration lists or other confidential information of ISTSS and Webinar attendees in any form without the expressed written consent of ISTSS.

2. Provision of Materials: Presenter will provide Webinar Materials no later than 1 week prior to the Webinar for review by the Distance Education Committee.* Presenter will include copyright notices as appropriate on all the Webinar Materials submitted to ISTSS for online and in-person delivery (synchronously or asynchronously). Presenter understands that ISTSS takes no responsibility for registering copyrights to the Webinar Materials, and Presenter shall take all appropriate steps to do so.

3. Representations: Presenter represents that, to the best of his/her knowledge:

- (a) The content of the Webinar Presentation and Webinar Materials is accurate;

*If Presenter plans to use a video file as a part of his/her Webinar Presentation, please contact ISTSS Headquarters, at least a month in advance of the Webinar, for video size, length and format.

(b) Neither the Webinar Presentation nor the Webinar Materials violate any copyright, proprietary rights, or personal rights of others;

(c) Presenter has obtained all necessary permissions to reproduce or use any materials for which he/she is the author or copyright holder;

(d) The Webinar Materials, including photographs, used in the Webinar Presentation, do not identify, by name or otherwise, suggest the identity of, or present a recognizable likeness of any individual or individuals; or, if they do, Presenter has obtained all necessary consents from such individual(s) for the further use, distribution and publication of such Webinar Materials;

(e) The Webinar Presentation and Webinar Materials will be educational in nature, will not promote any product or service, and will not contain any false or misleading statements regarding any products or services or include materials that are anticompetitive, slanderous, libelous, or otherwise illegal, offensive or inappropriate; and

(f) Presenter is authorized to make these representations.

4. Indemnification: Presenter hereby indemnifies and holds harmless the International Society for Traumatic Stress Studies, its officers, directors, members, employees, and agents from and against any and all claims, expenses (including reasonable attorneys' fees), and liabilities whatsoever arising out of a breach of any of the representations set forth in this Agreement. Presenter further waives any and all rights he/she may have against ISTSS, its directors, officers, members, employees, and agents, and releases and discharges them from any claim relating to the Webinar Presentation or the manner in which it is conducted.

5. Distribution of Materials: Presenter understands the Webinar Materials may be made available to the attendees of the Webinar, members of ISTSS, and other interested persons, pursuant to the policies established by the ISTSS Board of Directors.

In addition, Presenter agrees to provide the following items upon the stated deadlines:

Item	Deadline
Webinar Title, Description, Learning Objectives, Instructor Photo & Biography	3 weeks from signing this Agreement
Quiz for CE Approval (if the presenter wishes to write the quiz him/herself. Otherwise a volunteer will write the quiz)	No later than 2 weeks prior to Webinar
Final Presentation Slides	No later than 3 days prior to Webinar
Tech Run Through & Prepared Questions for QA session	No later than 1 day prior to the Webinar
Handout (if presenter is providing)	No later than 1 day prior to the Webinar

6. Limitations on Presenter(s): No additional presenters may be added to the Webinar without the prior consent of ISTSS.

7. Assignment of License: Presenter hereby grants ISTSS a non-exclusive, unrestricted, irrevocable license to broadcast and record the Webinar Presentation and the Webinar Materials; to prepare a transcript of the Webinar Presentation and Webinar Materials; to reprint, otherwise reproduce, and/or archive the Webinar Presentation and Webinar Materials in any form and in any language (including any media, both now known and later developed) for the purpose of publishing, broadcasting, and/or distributing, by sale or otherwise, the Webinar Presentation and Webinar Materials individually or as part

of a compilation of presentations for the benefit of ISTSS; and to make Derivative Works based on the Webinar Presentation and Webinar Materials; provided, however, that ISTSS shall provide the Presenter with the opportunity to review such Derivative Works to ensure that the original meaning of the content is maintained. Such license includes the right to use Presenter's name, likeness, and biographical information in connection with the Webinar Presentation and Webinar Materials. Nothing in this agreement shall be construed as limiting, negating, or otherwise restricting the Presenter's right to present the educational content of his/her Webinar Presentation and Webinar Materials in the same, or substantially the same, format in any other media, setting or venue at any point in time.

Other than the acknowledgement Presenter will receive from ISTSS and others for his/her participation in the Webinar, Presenter understands that ISTSS will owe him/her no royalty or other compensation for the Webinar Presentation or Webinar Materials or the rights granted herein either at the present time or any time in the future.

8. **Termination:** The parties' performance under this agreement, in whole or in part, is subject to acts of God, war (declared or undeclared), acts of foreign hostility in or outside the U.S., terrorism, government regulation or advisory, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it impossible, illegal, or commercially impracticable, or which materially affects a party's ability to perform its obligations under this agreement in whole or in part. Either party may terminate this agreement without liability for any one or more of such reasons upon written notice to the other party of any such occurrence. ISTSS may cancel the Webinar Presentation with written notice to Presenter as soon as reasonably practicable. If the Webinar Presentation is cancelled, ISTSS will not be liable for any expenses, costs or damages Presenter incurs in connection with the Webinar Presentation.

9. **Signature on Agreement:** This Agreement must be signed and returned to Amy Metzgar at ISTSS Headquarters (ametzgar@istss.org) within 15 days of receipt by Presenter.

**** US FEDERAL GOVERNMENT EMPLOYEES ONLY ****

Webinar Materials are authored as part of my official duties as an employee of the United States Government and is therefore a work of the United States Government. In accordance with 17 U.S.C. §105, no copyright protection is available for such works under U.S. law. If ISTSS intends to disseminate the work in foreign countries, ISTSS may secure copyright to the extent authorized under the domestic laws of those foreign countries, subject to a paid-up, nonexclusive, irrevocable worldwide license to the United States in such copyrighted work to reproduce, prepare derivative works, distribute copies to the public and perform publicly and display publicly the work, and to permit others to do so.

International Society for Traumatic Stress Studies

BY: _____
[Name, Title] Date

BY: _____
Presenter's Signature Date

Printed Name