****

**Publication and Speaker Agreement**

**[Please note: If a paper or presentation has multiple contributors, this form must be completed by each.]**

This agreement shall pertain to the 2024 AACE International Conference & Expo (the “Conference”) to be held in Atlanta, Georgia, USA at the Signia by Hilton Atlanta from June 16-18, 2024.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned author/program presenter, (the “Contributor”), hereby grants to AACE International, Inc., including all subsidiaries and affiliates thereof (hereinafter referred to singularly and collectively as the “Association”), a non-exclusive, perpetual, irrevocable, royalty-free license and release to exercise all rights of whatever kind or nature now or hereafter protected by the copyright laws of the United States of America and all foreign countries in and to the program authored by the Contributor and submitted for publication in any of the Association’s publication media, said paper or presentation entitled, **TITLE OF PAPER/PRESENTATION**, including but not limited to the spoken words of the Contributor, any accompanying audio-visual or electronic presentations, and any accompanying written or electronic handout materials (hereinafter referred to singularly and collectively as the “Work”).

Without limiting the generality of the foregoing, the Contributor further grants to the Association and its designees the rights to edit, film, record, publish, reproduce, reprint, distribute, sell, and otherwise make use of the Work, and authorizes the Association and its designees to use the Contributor’s name, likeness, photograph, and biographical data in connection with their use and promotion of the Work.

It is understood that, other than the good and valuable consideration received for this license and release, the Contributor has received and will receive no royalty or other monetary compensation from the Association or its designees for the rights granted hereunder and the subsequent use of the Work by the Association and its designees.

In the event that the Association uses the Work of the Contributor in whole or in substantial part in future or derivative works created by the Association under this license, the Association agrees to provide proper and appropriate citation for that portion of the Work, consistent with the Association’s Author Guidelines.

In the event that the Association uses the Work of more than one contributor to create a collective or composite work, where the Work of any single contributor is not or cannot be directly quoted, the Association agrees to prominently list the names of all contributors, without reference to their specific contribution(s).

The Contributor represents and warrants to the Association that the Work is the Contributor’s own original Work; that the Contributor is the sole owner of the Work and all of the rights herein granted; that the Contributor has the full right and power to make this release and license; that the Work does not violate any copyright, proprietary or personal rights of others; that the Work is factually accurate and contains no matter defamatory or otherwise unlawful; that the Contributor has not previously in any manner disposed of any of the rights herein granted to the Association nor previously granted any rights adverse thereto or inconsistent therewith; and that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to the Association.

The Contributor agrees to indemnify and hold harmless the Association and its officers, directors, members, employees, and agents, from and against any and all claims, actions, losses, demands, costs, attorneys’ fees, and all other expenses relating or incidental to, or arising directly or indirectly from, the inaccuracy or breach of any of the aforementioned warranties and representations.

The Contributor represents and warrants to the Association that the Company Representative has the authority to bind [See Note 1, Page 3] the Contributor’s employer (as defined below) to this license and release agreement.

However, the Contributor reserves the following:

1. Ownership and title to all IP rights not expressly licensed by the Contributor to the Association remain with the Contributor.
2. The right to use all or part of the Contributor’s Work in future and/or derivative works.
3. The right to contribute this Work to other publications. The Association requests, but does not require, the courtesy that the Contributor require subsequent publications to state the Work was originally published or presented in an AACE International publication or event.

However, the Association reserves the following: In case of a collaborative work, the Contributor has no right to the use of work contributed by others.

The Contributor guarantees that if the Work furnished has been previously published, written permission has been obtained to republish any copyrighted materials including tables and figures. Photocopies of the permission letters are attached to this publication agreement.

The Association is committed to complying with U.S. economic sanction laws that restrict business activities in non-sanctioned and other sensitive countries. Economic sanction laws prohibit certain business activities with targeted governments, organizations and individuals, as well as persons and entities that act on their behalf. Economic sanction laws may also restrict investment in a targeted country, as well as trading in goods, technology and services with a targeted country. Additionally, U.S. persons may not approve or facilitate third-party transactions that the U.S. person could not do directly.

In order to comply with U.S. economic sanction laws, the Association will not accept material from authors that may not comply with US economic sanction laws.

The United States Department of State has determined that the following countries are “Sensitive Countries.” Each of these countries is currently affected by U.S. economic sanction regulations or other significant trade restrictions.

Current (as of 10/3/2023) list of countries governed by economic sanctions:

* Afghanistan
* Balkans
* Belarus
* Burma (Myanmar)
* Central African Republic
* Cuba
* Democratic Republic of the Congo
* Ethiopia
* Hong Kong
* Iran
* Iraq
* Lebanon
* Libya
* Mali
* Nicaragua
* North Korea
* Somalia
* Sudan
* South Sudan
* Syria
* Ukraine/Russia
* Venezuela
* Yemen
* Zimbabwe

The Contributor guarantees that he/she is in compliance with U.S. economic sanction laws as outlined above and has reviewed the information listed on the following link:

<https://ofac.treasury.gov/sanctions-programs-and-country-information>

Either party may terminate this Agreement for any reason as long as such party provides written notice to the other party at least thirty (30) days prior to the start of the Conference. Upon early termination of this Agreement, neither party will be liable to the other for any damage or loss sustained by reason of, or resulting from, the termination of this Agreement. Furthermore, neither party will be responsible for any failure to perform under this Agreement or in the event Association is unable to proceed with the Conference due to causes beyond either party’s reasonable control, including, but not limited to, acts of God, war or terrorist activity, government regulation, epidemics or pandemics, labor disputes, or serious accidents. Either party shall be permitted to terminate this Agreement in writing without penalty in the event of force majeure.

Authorized Institution or Company Representative Signature [See Note 1]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: **DATE**

Printed name: **NAME**

Institution or company: **AFFILIATION**

|  |
| --- |
| Note 1: If this Work is governed by the Proprietary Information and Invention Assignment Agreement (PIIAA), a signature from a duly authorized company representative is required, otherwise this signature is not required. |

Contributor Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: **DATE**

Printed name: **NAME**

Institution or company: **AFFILIATION**

All Publication Agreement forms must be signed by a witness. Any adult may witness the contributor’s signature. Witness must sign and date in the space below.

Witness Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: **DATE**

Printed name: **NAME**

Institution or company: **AFFILIATION**

**Send completed form to:**

AACE International

Attn: Transactions

726 East Park Avenue #180

Fairmont, WV 26554

E-mail: cheller@aacei.org (preferred)