

INDIANA WATER ENVIRONMENT ASSOCIATION POLICIES AND PROCEDURES

Policy Number: 19-01

Subject: Standards for Presentations at IWEA Events

Effective Date: January 29, 2019

Approved By: IWEA Board of Directors

PURPOSE

The purpose of this policy is to remind presenters to be educational, factual, courteous, professional, to skip the sales pitch and to avoid slandering the products or services of others – especially fellow IWEA members. The details that follow clarify these expectations.

POLICIES

1. Absence & Punctuality

- a. Acceptance to present a session is regarded as an agreement whereby attendees of the session are promised a prescribed number of hours of instruction and the presenter must deliver quality instruction time equal to the amount of approval.
- b. Presenters are expected to teach the scheduled number of hours.
- c. Punctuality is expected of presenters. Presenters should be on time and start their sessions promptly.

2. Disclosure of Proprietary Interest

- a. IWEA does not support or approve of the solicitation or sale of products, materials or services during a training event/session. Presenters are expected to disclose, in advance of the training event, any presenter's proprietary interest in any product, instrument, device, service, or material discussed during the training event and the source of any compensation related to the presentation.
- b. Presenters shall issue no statements, criticisms, or arguments on technical matters that are inspired or paid for by interested parties, unless they have prefaced their comments by explicitly identifying the interested parties on whose behalf they are speaking, and by revealing the existence of any interest the presenter may have in the matters.

3. Terms Regarding Content and Information Submitted

- a. Demonstrations using models, professional demonstrators, or volunteers, must be carried out within the role of educating water quality professionals and enhancing the standards of the profession.
- b. IWEA prohibits presentations, demonstrations, literature, graphic art or entertainment, whether they be of a verbal, physical or visual nature, which IWEA deems objectionable to companies and to persons of any race, religion, or sexual orientation.

- c. The overall content, character and costuming must be appropriate. Any action or any representation that is racial, ethnic or sexual in nature, or that has racial, ethnic or sexual overtones is unacceptable. All materials shall be reviewed by the responsible organizer for any IWEA event.
- d. Abstract submissions should be clearly indicative of what will be presented in a session.
- e. Material presented electronically, in printed materials or verbally during a session should be accurate, truthful, complete, and not misleading.
- f. By submitting any document to IWEA, presenters certify and affirm that they own all the content and information in the submittal.
- g. Presenters agree that they will not provide submittals to IWEA that infringe or violate any relevant law and agree to comply with all United States and other applicable copyright laws, including but not limited to the Digital Millennium Copyright Act. IWEA can remove any content or information in a submittal if IWEA believes that it violates this policy.
- h. Presenters will not use IWEA's copyrights or trademarks or any confusingly similar marks, without IWEA's prior written permission.
- i. Submitters and presenters agree to abide by United States and other applicable export control laws and agree that submittals do not contain any content subject to restrictions under such laws to a nation or other destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization. Submitters and presenters further agree not to submit to IWEA any data that cannot be exported out of the United States without prior written government authorization. The above assurance and commitment shall survive termination of these terms, conditions and disclaimers.

4. IWEA's Right to Use Submitted Material

- a. When presenters submit material (*via any medium*) to IWEA, presenters grant IWEA, and anyone authorized by it, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted license to use, publish, electronically post, copy, modify, transmit, distribute, and/or publicly display such material, in whole or in part, in any manner or medium (whether now known or hereafter developed), for any purpose IWEA chooses. This grant includes the right to utilize any proprietary rights in the submittal, including, but not limited to, rights under copyright, trademark or patent laws that exist in any relevant jurisdiction. Additionally, presenters grant IWEA, and anyone authorized by IWEA, the right to identify the submitter as the author of any of your submittals as IWEA deems appropriate.
- b. Submitters and presenters understand that the technical processing and submission of submittals to the website and to the printer for printed material, including content submitted by the submitter, may involve transmission over various networks, and may involve changes to content to conform and adapt the submission to the technical requirements of connecting networks or devices.

5. Intellectual Property (IP) Content

- a. For content covered by intellectual property rights, such as but not limited to photos and videos (IP content), presenters specifically give IWEA the following permission:
 - i. Presenters grant IWEA a non-exclusive, transferable, sub-licensable, royalty-free, license to use any IP content within your Submittal (IP License). This IP License ends when you delete your IP content unless your content has been shared with others, and they have not deleted it.

- b. When a presenter or IWEA deletes IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time.

6. Responsibility for Submitted Material

- a. Responsibility for submittals to IWEA lies exclusively with the submitter and presenter. IWEA is not responsible for the speech, content, messages, information or files that you submit or otherwise provide IWEA. Submitters and presenters are also responsible for alleged or actual infringement or violation of intellectual property rights, including but not limited to copyrights, patents and trademarks.

7. Limitation of Liability

- a. In no event shall IWEA or its directors, members, officers, employees, subsidiaries, affiliates, or attorneys be liable for any direct, indirect, incidental, special or consequential damages including, but not limited to, damages for negligence, copyright, patent and trademark violation, loss of data or profit, arising out of the use or inability to use the materials submitted by a submitter or presenter even if IWEA or an IWEA authorized representative has been notified orally or in writing of the possibility of such damage.
- b. Presenters and submitters acknowledge and agree IWEA or its directors, officers, employees, subsidiaries, affiliates, or attorneys are not liable for any defamatory, offensive or illegal content in a submittal or the submittal of any other person posted to the IWEA website.
 - i. If a submitter or presenter is dissatisfied with the website, or any materials, products or services on the website, or with the website's terms and conditions, it is their sole exclusive remedy to discontinue use of the website and submit a written request that any item submitted by them that is posted to the IWEA website be removed. IWEA, at its sole option, may remove such item from its website within a reasonable period of time from receipt of the request for removal.
- c. Submitters may request, in advance in writing, that materials not be uploaded and linked on the IWEA website for public access.

8. Site Terms of Use and Modifications

- a. IWEA may revise these terms and disclaimers for its website at any time without notice. By using IWEA's website you are agreeing to be bound by the then current version of these terms and disclaimers.
- b. Materials appearing on IWEA's website could include technical, typographical, or photographic errors. IWEA does not warrant that any of the materials on its website are accurate, complete, or current. IWEA may make changes to the materials contained on its website at any time without notice. IWEA does not, however, make any commitment to update the materials.

9. Governing Law

- a. Submitters and presenters agree that any claim relating to these terms, conditions and disclaimers shall be governed by the laws of the State of Indiana with venue in Marion County, Indiana.
- b. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10. Indemnification

- a. Submitters and presenters agree to the fullest extent permitted by law, to defend, indemnify and hold harmless IWEA, its directors, members, officers, agents, attorneys and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from an alleged or actual infringement of copyrights, patent rights, trademarks or other violations or infringement of any intellectual property rights, or in any way caused by or related to your Submittal.
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PROCEDURES

1. IWEA Board of Directors is responsible for enforcement of this policy;
2. Any individual responsible for presenting shall review the content to ensure compliance with the policy;
3. Presentations deemed inappropriate in the sole opinion of an IWEA representative shall be immediately terminated;
4. Prompt, appropriate responses shall be taken to avoid or minimize any incident deemed inappropriate presentations or actions in the sole opinion of an IWEA representative;
5. Any incident of inappropriate behavior and the action taken shall be reported to the current IWEA president and Executive Director within seven (7) days of such occurrence;
6. The Executive Director shall investigate any allegation of inappropriate behavior and/or actions and review the preliminary findings with the Executive Committee;
7. Upon completion of the investigation, a written report of the incident shall be submitted to the Board of Directors by the Executive Director; and,
8. The Board of Directors shall take appropriate disciplinary action for the violation of this policy. Possible actions include, but are not limited to:
 - a. Revocation of IWEA membership; and,
 - b. Loss of right to participate in IWEA events