Construction Owners Association of America – IL Chapter

Speaker Agreement

The following Agreement must be signed and returned to the offices of the Construction Owners Association of America (“COAA”) before the undersigned will be permitted to present or publish materials at a COAA conference or chapter meeting. All questions concerning this Agreement shall be directed to COAA’s Management Team or legal counsel.

Presentation Title:

Presenter(s) / Author(s):

AGREEMENT

The UNDERSIGNED agrees to the following:

1. Undersigned grants to COAA the non-exclusive right to copy or otherwise tape, record, and use the above-identified presentation/article at COAA’s Conference or Chapter Meeting and thereafter, and the undersigned waives any and all rights in and claims to compensation for the reproduction and all other subsequent use and sale by COAA of such materials and all copies thereof.

2. Undersigned grants to COAA the non-exclusive right to use the undersigned’s name, likeness, portrait and/or bibliographic material in order to advertise, promote and publicize COAA’s Conference or Chapter Meeting.

3. Undersigned grants to COAA the non-exclusive right to republish the presentation/article, or excerpts therefrom, or allow third-parties to make, use or purchase copies thereof subject to terms and conditions established by COAA, without obtaining further permission from the undersigned.

4. Undersigned grants to COAA the non-exclusive right to use all or part of the presentation/article in compilations or other publications developed by COAA or at its direction, including in COAA’s on-line library and on COAA’s web home page.

5. Undersigned represents and warrants that presentation/article referenced herein is my/our own original work, does not infringe upon intellectual property rights of any third party, and the undersigned owns all copyrights to all of the information and materials contained in the presentation/article or has a license to use any intellectual property contained in the article/presentation. The undersigned represents to COAA that I/we have the full right to make this release and license.

Copyright generally covers any original expression of ideas in any format, including cartoons, books, music, videos, photographs, movies, audiotapes, written works, drawings, artwork, speeches and slides regardless of whether the copyright symbol (©) is present. If Undersigned is not the author of a portion of
a copyrighted work, Undersigned must have written permission from the owner of the work. Depending on the type of copyrighted work, the process for getting permission to use the work is different. “Fair Use” allows some copying and use with attribution, but there is no clear demarcation of the point at which Fair Use becomes infringement. When in doubt, seek permission from the owner of a work. **NOTE:** There is no usage of drawings, cartoons or photographs that is allowed without permission. Simply because a graphic is available on the Internet or has been published in a newspaper or magazine does not mean that the owner of that graphic has relinquished the ability to control the future use and republication of that graphic or that republication or reuse of that graphic without permission is not an infringement.

The undersigned shall indemnify and hold COAA harmless from any and all costs, fees [including attorney fees] and expenses incurred or suffered by COAA directly or indirectly from any asserted or actual breach of this representation and warranty by Undersigned.

6. Undersigned shall comply with the COAA Anti-Trust Guidelines and Statement of Policy and the undersigned’s presentation will not include any reference, visual or verbal, to the price, or fees charged by vendors, contractors or professionals relating to the construction process. As a general matter, the antitrust laws prohibit competitors from agreeing on the prices they will charge, the products they will offer, the customers they will serve, or the markets in which they will compete. Therefore, there should be no discussion or disclosure of information with respect to (a) expected fees, profits, premiums, prices, surcharges, or discounts; (b) specific customers or classes of customers, or whether anyone will or will not do business with them; (c) proposed product offerings; (d) allocation of geographic or product markets; (e) any refusal to deal with a customer or supplier; (f) how to deal with the market behavior of a competitor; or (g) any other topic involving a potentially anticompetitive practice. The undersigned shall indemnify and hold COAA harmless from any and all costs, fees [including attorney fees] and expenses incurred or suffered by COAA directly or indirectly from any asserted or actual breach of this provision by the undersigned.

7. Undersigned will comply with all COAA Presentation Guidelines, and Undersigned’s presentation will not include advertising material and will not present specific products or services offered or sold to owners of construction projects. Speakers may present limited general background information for themselves and their company, but should refrain from mentioning specific products or activities.

“UNDERSIGNED”

Signature of Presenter: 

Date: