

This agreement is defined for the Academy of Psychosomatic Medicine's 2017 Annual Meeting on November 8-11, 2017, in Palm Springs, California, USA, and is only applicable to submissions accepted and scheduled for the meeting. The term 'Speaker' incorporates poster/oral paper authors and co-authors.

1. Engagement: Speaker, to the best of speaker's ability, shall present at session(s) at the Academy of Psychosomatic Medicine's (APM) 2017 Annual Meeting (the "Event") on November 8-11, 2017, in Palm Springs, California, USA, at the La Quinta Resort, 49499 Eisenhower Dr., La Quinta, CA 92253.
2. Performance: Speaker shall present the sessions set forth in their speaker confirmation and shall:
 - 2.1. Abide by the dates;
 - 2.2. Not defame, slander or libel any person, firm or corporation;
 - 2.3. Present sessions according to the terms of this agreement and shall not denigrate APM, its programs or representatives in any manner;
 - 2.4. Agree and state that all materials and content presented by Speaker do not infringe or violate any copyright, trademark, patent or intellectual property rights of any person or entity;
 - 2.5. Agree and state that all materials and content presented by Speaker do not promote or endorse any product, service, device or company. Speaker shall remain neutral and impartial during the presentation;
 - 2.6. Agree to remain within the confines of the session description provided.
 - 2.7. Agree that if discussing any product use that is off label, Speaker will disclose that the use or indication in questions is not currently approved by the FDA for labeling or advertising.
3. Independent Contractor Relationship: Speaker is an independent contractor. Speaker is not an employee, servant, agent, partner or joint-venture of APM at any time contemplated by this Agreement, and shall not represent Speaker's opinions to be that of APM. Speaker at all times shall state that Speaker's opinions are those of Speaker and NOT those of APM and that if any media or other materials are used they shall so reflect.
4. Cancellation: APM reserves the right to replace Speaker if due dates are missed. APM reserves the right to cancel any session or poster, change the length or size of any session, or change the place of any session at its discretion at any time. In the event of cancellation, APM shall not be liable for any expenses, costs, or damages incurred by Speaker except for any expenses incurred and not recoverable. If Speaker desires to cancel, Speaker agrees to provide thirty (30) days written notice of cancellation prior to the event.
5. Promotion: APM shall promote the Speaker's session in its electronic marketing to its contacts as well as on www.apm.org. At the discretion of APM, there may be promotional mailings. APM will provide Speaker with copies of all promotional materials if requested. Speaker agrees to the publication by APM of submitted abstracts in any and all APM promotional materials, including all online products, both before and after the meeting is held, solely at the discretion of APM.
6. Compensation: Speaker understands and agrees that Speaker will not receive compensation, now or in the future, in connection with presentation recordings.

7. Recording: APM records sessions at APM 2017 for subsequent sale on its website. Speaker acknowledges that presentation(s) may be recorded, and hereby grants APM the following rights:
- 7.1. The right to record Speaker's image, photograph, picture, likeness and voice by any technology or means and, correspondingly, the right to said materials in connection with the marketing of APM's programs and/or events;
 - 7.2. The right to copy, use, perform, display and distribute such recordings of Speaker and presentation for any legitimate purpose, including but not limited to distribution by means of streaming or other technologies via the internet or other distribution channels;
 - 7.3. Any materials created for the purpose of conducting the session shall continue to be owned by the Speaker and they will continue to be the copyright holder for said material. Speaker does, however, grant a non-exclusive, unrestricted, worldwide perpetual license to APM to utilize, as described above, the specific recorded audio or video production and handout or slide materials from the session(s) the speaker conducts or participates in at the Event.

Speakers are advised to exercise caution in the use of proprietary, confidential or copyrighted material in their presentations that may be restricted for further broadcast or use by third parties and bring such to APM's attention prior to the recording of these sessions.

8. Meeting Registration: Speaker agrees to register for the APM Annual Meeting at Speaker expense, unless specifically agreed otherwise in advance with APM.
9. Learning Aids: APM does not print or provide handouts or proceedings to meeting attendees. All Speakers and Authors are required, and agree to share electronic copies of presentation and/or supporting materials, in accordance with APM deadlines, prior to the start of the Annual Meeting to support the learning outcomes of attendees. APM prepares feature-locked security of resulting PDF files prepared from Speaker and Author materials.
- 9.1. Posters only: To be considered for APM poster awards, final versions of posters must be uploaded by end of day October 15, 2017.
 - 9.2. Pre-Conference Courses only: Speaker agrees to provide APM with a copy of Speaker's presentation for content review by September 5, 2017.
10. Risk: Speaker shall present the sessions contemplated by this document. Speaker shall indemnify and hold harmless APM from any claim, demand, loss, liability, damage or expense arising in any way from the Speaker's performance of services.
11. Merchandising: Speaker shall not sell or promote any particular product or service at any time during the session presentation.
12. Miscellaneous: APM shall provide Speaker, upon Speaker's request, assistance and guidance with format of presentation, audience needs, etc.
13. Change: APM reserves the right to change these Terms & Conditions for any reason at any time up to seven days before the Event. Speaker's continuation with presentation at Event will constitute agreement with these Terms & Conditions.