

Non-Exclusive Rights and Release Agreement for Faculty

By agreeing to speak during any SIR educational offering (including webinars, in-person meeting, or any other SIR developed education) you agree to the below statements which give us the right to use your content. Your participation makes it possible for the Society to advance its educational mission and reinforce your place as a leading topic expert in the field of IR.

When used herein, Society shall mean the Society of Interventional Radiology, and its sections, affiliates, representatives, licensees, partners, and successors.

The Society appreciates your commitment to present at or include your work in SIR educational activities, helping further the society's educational mission of advancing physician competence, enhancing practice performance, promoting patient safety, and ultimately improving patient outcomes. We are also pleased to provide this forum for you to showcase your expert knowledge in the topic on which you are presenting.

The Society acknowledges that a multitude of educational delivery vehicles exist, and is therefore committed to delivering educational material to a wide audience of learners in order to better advance the society's educational mission, and to highlight SIR faculty as the leading experts in IR.

SIR requests your agreement to the below statements in order to develop resources to help meet the educational needs of its members, lessen the efforts required on the part of volunteers, and allow the Society to judiciously utilize its limited resources as a non-profit organization. In addition, taking into account the ease in which anyone can now record and distribute content, SIR's educational activities serve to promote legitimate, responsible sharing of knowledge for the good of the IR community.

Educational activities may include meeting proceedings, live webcasts, "Best of" compilations, collaborative clinical case and teaching file platforms, self-paced online courses and other activities not yet developed, known or conceived. All SIR educational activities are overseen by a group of physician volunteer content reviewers who ensure the integrity of the original presentation.

If you disapprove of the inclusion of your content in any educational activity, you reserve the right to request its removal.

Faculty Agreement with the Society of Interventional Radiology

I agree to the following terms and conditions for participating as faculty in a SIR educational activity:

1. I authorize and grant to the Society the non-exclusive rights to: i) make an audio and/or video recording of my presentation, and a transcript thereof, and ii) to reproduce in all media my presentation materials (including but not limited to slides, audio visual materials, papers and other handouts and visual aids) in order to create a full record of my presentation. All materials including my likeness, spoken presentation, and all presentation materials are collectively referenced herein as the "Presentation."
2. I authorize and grant to the Society the non-exclusive right to reproduce, display, broadcast, transmit, market, publish, sell and distribute the Presentation, on its own and as part of a compilation with other works, on a world-wide, non-time limited (i.e. perpetual) basis in all media, languages and formats including print, USB, video, or web cast and all channels, now known or later conceived or developed. I understand that as the author, I will be credited appropriately. If I disapprove of the inclusion of my content in any educational activity, I reserve the right to request its removal.
3. If necessary for broadcast, publishing or Internet transmission, I authorize the Society to modify or edit the format of my Presentation, provided that in no event will the context in which it was presented or the Presentation content be materially altered. I further authorize the Society to use my name, likeness, and biographical facts in connection with my Presentation, for its use and promotion. For the avoidance of doubt, I release the Society from any and all claims that may be placed by a third party regarding the use of the Presentation, including but not limited to, any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright.
4. I authorize the Society to include my Presentation in Society compilations, collections or other collective works to which the Society will hold title and copyright if applicable.

5. I authorize the Society to sublicense others to reprint or reproduce or otherwise use the rights I have granted it.
6. I represent and warrant the following to the Society: i) I have full power and authority to enter into and execute this Agreement and to license the rights granted herein, and will not violate the rights of any other parties in doing so; ii) the Presentation is my original creation (and my co-presenter's, if any), except for any materials used by permission, which I have obtained in writing in each case; iii) the Presentation does not infringe the copyright or violate any proprietary rights, rights of privacy (including but not limited to disclosing patient's names and identities), or publicity, or any other rights of any third party, and does not contain any material that is libelous or otherwise contrary to law; iv) all statements in the Presentation asserted as fact are either true or based upon generally accepted professional research practices, and no formula or procedure contained therein would cause injury if used in accordance with the instructions and/or warnings included in the Presentation; v) if I have included photos or other images of anyone in my presentation (including without limitation, medical patients, of myself, or others), I represent and warrant that I have obtained an appropriate written release for the use of these images; vi) with respect to all materials presented and statements made as part of the Presentation, I am not violating any duty of confidentiality. In the event that any of the foregoing warranties or representations are breached, I will indemnify the Society and will hold them harmless against any claims of a third party and related loss, liabilities, damages, costs or expenses (including legal costs or expenses) arising out of such breach. I acknowledge, understand, and agree that the terms of this Agreement shall also inure to the benefit of the Society.
7. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflicts of laws provisions.
8. I agree this transaction may be conducted by electronic means and the parties authorize that their electronic signatures act as their legal signatures of this Agreement. This Agreement will be considered signed by a party when his/her/its electronic signature is transmitted. Such signature shall be treated in all respects as having the same effect as an original handwritten signature. (Faculty are not required to conduct this transaction by electronic means or use an electronic signature, but if faculty choose to do so, then faculty member's authorization is hereby given pursuant to this paragraph.)
9. No amendment or modification of any provision of this Agreement shall be valid or binding unless made in writing and signed by all parties. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, understandings and representations. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
10. I understand that the rights I have given the Society in this Agreement are non-exclusive, and I am free to use my own presentation and materials as I wish, subject to any peer-reviewed scientific journal's right of first refusal for publishing my paper.

By accepting the invitation to serve as faculty for this educational activity, I acknowledge that I have read and understand this Non-Exclusive Rights and Release Agreement for Faculty.