MDHEWD Equity in Missouri Higher Education Conference 2022
Presentation Policies

1. **Originality.** The presenter represents to MDHEWD that the work presented is original except for material in the public domain and those excerpts from other works, as may be included with the written permission of the copyright holders. Additionally, the presenter represents the work to be presented is not libelous, obscene, nor infringes on any trade mark or copyright.

2. **Changes.** If there are substantial changes to the accepted presentation content or presenter between confirmation and the conference, the main presenter will notify the conference organizer immediately. Continuation of the session is at the discretion of the conference organizer.

3. Presenter will complete complimentary registration by **September 2, 2022.** All Presenters are required to register.

4. **Handouts and Slides.** The Presenter will provide MDHEWD with handouts, slide decks, action plan, checklists, etc. by **October 15, 2022**, to be posted online for attendee reference.

5. Availability. Submission of a proposal is an agreement to present on any of the conference dates (October 25, 26, or 27) if the proposal is accepted.

6. MDHEWD reserves the right to re-package recorded programming for use in formats other than the originally produced format.

7. **Professional Conduct.** MDHEWD is engaging the Presenter as a professional. The Presenter agrees to conduct himself or herself in recognition of the fact that the success of the conference depends, to a great deal, on public respect. Presenter agrees to defend, indemnify, and hold MDHEWD harmless from any claims, causes of action, expenses, damages, or costs, including reasonable attorney's fees, arising from or related to the acts and omissions of the Presenter.

8. **Alcohol/Illegal Substances.** Presenter agrees not to use, or be under the influence of alcohol or illegal substances while at the conference for presentation.

9. **Independent Contractor.** Presenter is not an employee of MDHEWD. Presenter shall be responsible for all wages, payroll tax withholdings, workers' compensation coverage, and unemployment compensation for any members of the Presenter's team.

10. **Force Majeure.** This assignment is subject to immediate termination upon written notice to the other party in event of illness, accidents, weather, riots, epidemics, acts of God, or any other legitimate conditions beyond MDHEWD's control. In the event that this agreement is terminated pursuant to this paragraph, MDHEWD shall not be obligated to compensate or make any payments to the Presenter.

11. **Complete Agreement/Modifications.** This is a fully integrated Agreement. It is understood that this constitutes the full agreement between MDHEWD and the Presenter and this document supersedes any other terms, agreements, obligations, covenants, proposals, statements or conditionals, oral statements, not expressly set forth herein. It is understood and agreed that this Agreement may not be changed, modified, or altered except by mutual agreement of both parties.

12. **Assignment.** This Agreement may not be assigned without the written consent of the other party.

13. **Governing Law.** This Agreement shall be governed by and constructed exclusively in accordance with the laws of the State of Missouri. If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portion shall not be affected.

14. **Authority.** Each party certifies that it has all necessary authority to execute and deliver this Agreement and to perform its obligations thereunder. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

15. **Emailed.** Any signed documents transmitted by scanning and sent via email shall be considered an original document and shall have the binding and legal effect of an original document. The signature of any party upon a scanned and emailed document shall be considered an original signature.