

APPSEC CALIFORNIA 2019

SPEAKER AGREEMENT

SPEAKER'S RELEASE

I accept the offer of the OWASP Foundation Inc., (OWASP) to participate as a speaker and subject matter expert subject to the terms and conditions set forth herein. As a speaker, I will receive admission to the event and no other remuneration. I will only receive one pass, and this pass is non-transferable.

I understand that the views and opinions expressed at the conference will be mine and not those of OWASP. I agree to indemnify and hold harmless OWASP against any claims, losses, expenses or damages that may be incurred by OWASP as a result of my presentation. In particular, I agree that the use of any materials prepared by me will not expose OWASP to liability for breach of confidence for infringement of copyright or similar liability.

In the unavoidable situation that I am unable to fulfill my commitment to speak, I will promptly notify the primary point of contact of the event via telephone/email so that OWASP may find an alternate speaker for my session. If I violate the terms of this agreement or fail to meet any established deadlines, OWASP reserves the right to replace me as a speaker with another speaker from my company or organization or from another company or organization.

CONTENT

Speakers are encouraged to include their contact information when introducing themselves and their company logo if they want to on the corresponding slide, but may NOT include their logo on any other slide or handout materials. Speakers are to avoid any appearance of commercialism in their session and presentations are to be of a technical or solutions emphasis. Further, I understand that the program tracks of the conference/event/chapter are an educational event, not a sales or marketing platform. I agree that my presentation(s) will be an objective review of the topic on which I am presenting, and will not contain any content that is a sales or promotional pitch for any specific product(s) or company(ies). My materials will also be reflective of the current status of the topic(s) I am addressing.

I agree that the information contained in my presentation(s) or related presentation materials (a) will be factual and not misleading, (b) will not violate any obligation of confidentiality that I (or my company or organization)

has with any third party, (c) will not violate the intellectual property of any third party and (d) will not defame any third party.

In addition, I agree that OWASP is not an appropriate forum for disclosing vulnerabilities. I understand that presentations can discuss known vulnerabilities, types of vulnerabilities, new malicious uses of known vulnerabilities, and new vulnerabilities that span multiple products and standards. However, I will not discuss vulnerabilities in specific products. I agree to dedicate a substantial portion of my presentation to solutions for any issues raised.

COPYRIGHT PERMISSION

If my session includes a presentation, I may use the Conference Template [OWASP Presentation Template](#). In case I will choose to *not* use the standard OWASP presentations template, I will include a small [OWASP logo](#) on all slides. I will submit to the OWASP Event Leader my presentation(s) in one of the previous formats no later than 30 days prior to the conference. Should the presentation change after it has been submitted, I agree to notify the OWASP Event Leader that the presentation has changed and I will submit the changed presentation as soon as feasible and at least 24 hours prior to my scheduled session(s).

I understand that OWASP may record (audio and/or video) the conference proceedings, and, that my presentation could be included in any reproduction of the conference materials. I hereby authorize the OWASP Foundation to capture my presentation on audio/visual format or a combination thereof for presentation by OWASP Conference Organizers. Accordingly, I grant the OWASP Foundation the right to: Reproduce and distribute the handout materials in any format including paper and electronic formats to any audience. Distribute written materials to participants of the OWASP Conferences.

I UNDERSTAND THE FOLLOWING:

I will not receive any compensation for speaking at any OWASP Event/Conference. This includes any travel expenses such as airfare, housing, or any other daily expenses incurred while attending any OWASP Conference. I may use the handout materials, presentation, visual aids and any other material prepared by me for the above-mentioned presentation in any manner I desire, including publication. Papers and illustrations will not be returned.

The governing language of this Agreement, the Service, the Application and the Documentation is English. Les parties aux présentes confirment leur volonté que ce contrat de même que tous les documents y compris tout avis qui s’y rattachent soient rédigés en langue anglaise. (translation: “The parties confirm that this Agreement and all related documentation is and will be in the English language”).



Any claim, controversy or dispute arising out of or relating to this Agreement shall be settled by final and binding arbitration to be conducted by an arbitration tribunal in Columbia, Maryland, U.S.A., in English, in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”) and pursuant to this section. The arbitration shall be conducted by three (3) arbitrators, one to be appointed by OWASP, one to be appointed by you and a third being nominated by the two arbitrators so selected or, if they cannot agree on a third arbitrator within the time specified in the AAA commercial arbitration rules, by the AAA; provided, however, that all arbitrators appointed pursuant to this provision shall be both: (i) a licensed attorney or former judge; and (ii) knowledgeable about, and experienced in, the software and/or Internet industry. The decision of the arbitrators shall be binding upon the parties hereto, and the expense of the arbitration (including without limitation the award of attorneys’ fees to the prevailing party) shall be paid as the arbitrators determine. The decision of the arbitrators shall be executory, and judgment thereon may be entered by any court of competent jurisdiction. Notwithstanding anything contained in this provision to the contrary.

I AM CONSENTING TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF I DO NOT AGREE TO THESE TERMS, THEN I WILL NOT BE PERMITTED TO SPEAK AT THE OWASP EVENT, IN WHICH EVENT I WILL REPLY TO THIS MESSAGE THAT I DO NOT AGREE TO THESE TERMS, AND I UNDERSTAND I WILL NOT BE ABLE TO SPEAK AT THE EVENT AND WILL BE REPLACED AS A SPEAKER.

The OWASP Foundation Inc. 1200-C Agora Drive, #232 Bel Air, MD 21014

Name:

Date:

Signature: