



## Consent for Post-Course/Congress Use of Presentation Recordings

Thank you for participating as a presenter in the WMS Pre-Congress Teaching Course/ Congress/ organised and held by WMS Congress Limited.

**In this Consent Agreement, the following words shall have the following meanings:**

**Intellectual Property Rights:** shall mean any copyright, rights in performance and neighbouring and related rights, moral rights, goodwill and the right to sue for passing off, design rights, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Organiser:** shall mean the WMS Congress Limited, with company number 10385332 and having its registered office at The Old Cider Press, 5 The Quay, Tuckenhay, Devon, United Kingdom, TQ9 7EQ;

**Party (or Parties):** shall mean the Organiser and you, and 'Party' will mean either one of them;

**Recordings:** shall mean the video and audio recordings in part or full, of the presentation given by you during the WMS 2023 Congress and/or WMS 2023 Pre-Congress Teaching Course, including any PowerPoint slides or written documents shared, and any transcripts produced of the same;

**WMS 2023 Congress:** shall mean the 28th annual congress on behalf of the World Muscle Society, held in person and virtually between 2<sup>nd</sup> and 7th October 2023 at the Halifax Convention Centre, Halifax, Canada and via Events Air virtual platform and organised by the Organiser.

**WMS 2022 Pre-Congress Teaching Course:** shall mean the pre-congress teaching course on behalf of the World Muscle Society, held in-person and virtually on 9-11<sup>th</sup> October 2022 at the Charleston Area Convention Center in North Charleston, South Carolina, USA and via Events Air virtual platform and organised by the Organiser.

**World Muscle Society:** shall mean the World Muscle Society, with registered charity number 1126862 and having its registered office at The Old Cider Press, 5 The Quay, Tuckenhay, Devon, United Kingdom, TQ9 7EQ.

**The following consent statement pertains to presenters at the upcoming WMS 2023 Congress and WMS 2023 Pre-Congress Teaching Course, who, by taking part as a presenter, acknowledges and confirms agreement to the terms set out below relating to the recording of their presentation/s:**

## Consent Agreement

1. The presenter agrees not to withhold any slides from the presentation for post-congress use.
2. The presenter agrees to waive any Intellectual Property Rights that they may have in the Recordings, and permit the Organiser to retain such Recordings, and to provide, share and distribute the Recordings to any third parties, provided that such distribution is, in the Organiser's absolute discretion, in furtherance of the WMS's charitable objectives, until such time as the presenter withdraws permission, with such withdrawal being communicated in writing to the Organiser at its registered office, or by email to [office@worldmusclesociety.org](mailto:office@worldmusclesociety.org)
3. The presenter agrees to the reproduction and distribution of the Recordings on the WMS website and social media channels/YouTube channel free of charge, and on an entirely royalty- free basis.
4. The presenter agrees to the reproduction and distribution of the presentation recording on relevant patient advocacy websites, and to such other third parties at the Organiser's absolute discretion free of charge, and on an entirely royalty-free basis.
5. The presenter agrees that this consent applies to any and all audio, video and/or poster presentations that the presenter might be a part of/deliver during WMS 2023 Congress/WMS 2023 Pre-Congress Teaching Course, unless the presenter requests a different arrangement, with such request communicated in writing to the Organiser at its registered office, or by email to [office@worldmusclesociety.org](mailto:office@worldmusclesociety.org)
6. The Organiser is permitted to upload, distribute or otherwise make available to any third party or third-party media platform, the Recordings as the Organiser sees fit at their absolute discretion.
7. The Organiser will not be responsible or liable in any way for the treatment of the Recordings by any third party, or for any breach by the third party of any terms of this agreement.
8. The Organiser reserves the right to translate, reproduce and distribute the presentation recording.
9. The presenter represents and warrants that their presentation is original and that the Organiser has the right to perform and present said presentation on video format and the rights to permit its use, reproduction, transmission and display on behalf of you, pursuant to the terms of this Agreement. In the event of any content-related issues (slide withdrawals, copyright clearance issues; mistakes in the accuracy of information, accidental disclosure of protected information, etc.), the undersigned shall immediately notify the Organiser in writing at its registered office, or by email to [office@worldmusclesociety.org](mailto:office@worldmusclesociety.org) .
10. This agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
11. The Parties will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement, and that the Parties shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
12. No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

13. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, or permit either Party enter into any commitments for or on behalf of any other Party except as expressly provided in this agreement.
14. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
15. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
16. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.