



**GCB-UEC Groningen Manual:
*Intellectual Property and the World of Conferences and Conventions.***

In a world dominated by electronics and digital communication, it is probably wise to give a thought to the protection of intellectual property in the world of conferences and conventions.

In the old days a speaker would take his own slides along and make sure that they were loaded into the carousel of the projector in time for the presentation; nowadays, things are clearly different. Speakers are often asked far in advance to submit their intended presentations electronically; during the actual conference the latest version can then be added to the conference file. No more collecting slides afterwards but just back to conference-business-as-usual with, possibly, a virus on your memory stick.

But what about intellectual property, e.g. the copyrights on audiovisual materials such as videos and PowerPoint presentations? What will the conference organizers do with the materials they so easily obtained, and who will have access to this material – formally and otherwise... *would you mind putting that on my USB stick?*

Which guarantees do the conference organizers offer in advance and what assurances does the presenter have in terms of property rights? What does the speaker's agreement say, and how carefully are his rights managed during and immediately after the conference?

Already long before the actual conference, most conferences have a website that contains a wealth of information and further information is often added in the run up to, during and in the period immediately after the conference, including PowerPoint materials, which – in principle – are protected. How to protect such materials against illegal downloading and, subsequently, against unauthorized use by unknown people?

Are there access codes that allow access to a 'private domain' on the website, and is there such a thing as protection by means of a read-only mechanism?

The Ubbo Emmius Colleghe of the Groningen Convention Bureau has given these questions some thought and drawn up the following advisory directives for both conference organizers and speakers, and for future conference organizers to use if they want.

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1. *Intellectual property document for conference organizers*

A system to protect the intellectual property rights of speakers

In a system to protect the intellectual property rights attached to audiovisual materials, including PowerPoint presentations of speakers, meticulous care and a clear and simple speaker's agreement are essential elements. Publication rights in proceedings are usually well protected by general copyright law, and they are by and large owned by the publisher who signed a publishing contract with the conference organization.

This is not the case with audiovisual materials to be used during the presentation at the conference itself.

It is therefore recommended to formulate a clear policy on the basis of which rules can be drawn up.

a. Determining the policy

The conference organizer has a choice of various options, including e.g.:

- i. Informing participants that no liability whatsoever is accepted with regard to submitted materials and their intellectual property rights;
- ii. Setting up a series of measures that offer protection against undesired and unauthorized use of PowerPoint presentations, videos or other materials;
- iii. Offering the assurance that all submitted electronic material will be deleted immediately after the session.

b. Standard Operating Procedure (SOP) for employees of conference organizers

An Employees' Manual – including volunteers and people hired from third parties for the duration of the conference – outlining the formulated policy may be drawn up. A manual of this kind is the practical translation of the formulated policy; however, the employees must be informed about it in advance. They then need to receive instructions about how to act in accordance with the manual and to whom and how to give account.

c. Storage and deletion control and verification of e-documents; documentation

Actions to be taken in matters involving protection and liability require documentation. In such matters, the Quality Principle (Care Principle) applies: *'Write down what you do and do what you have written down'*.

There need to be documents, for instance, for the handing over of the manual to employees and the receipt of instructions by the employees. Also, the speaker will have to sign for handing over the materials protected by intellectual property rights, either when signing the agreement or otherwise, and he will have to receive a written statement of destruction of the materials after the presentation.

d. Information to speakers

The question is what kind of information regarding the protection of intellectual property needs to be given in advance to speakers to prevent problems during and after a conference. The Customer is King in this, which means that it should be examined carefully what 'the customer' wants and how these desires can be translated to the issue of practical and useful information to speakers.

What to do with speakers who experience problems nonetheless and find out that their presentation materials turn up – often unexpectedly – some time later at another conference? It is useful to point out to speakers that they should add a *copyright notice* to all their materials, e.g. on every single PowerPoint slide:

© [year of publication] [author's name or name of the institution claiming the copyrights], e.g. © 2009 *Prof. Dr. W. Jansen*.

It is recommended to clarify what kind of information will be put on the public domain part of the website and what information will remain restricted to the private domain of the conference website; how to access this information; and what may be done and may not be done with this information – for instance, whether or not information may be modified or added; as well as what needs to be done with the material after the conference.

e. Speaker's agreement

As we mentioned earlier, a correct and clear speaker's agreement is crucial to the protection of rights and statement of duties. A speaker's agreement is a formal legal document stating the obligations of best intents of both parties in clear language. It may include a paragraph explaining the organizer's policy regarding the protection of the speaker's intellectual property rights as well as a reference to the *Employees' Manual* used by the conference organizers.

A proper contract also includes an arrangement regarding the settlement of disputes, e.g. by arbitration or by court ruling, if possible after mediation.

Such an agreement must be dated and signed by both parties. Each party will keep one copy as proof of the obligations entered into and the related rights.

Conference organizers are advised to draw up a standard speaker's agreement in advance and ask for legal advice, something with which GCB can help.

f. Warranty provisions and liabilities.

There is no such thing as 'zero risk', particularly not when dealing with electronic data transfer. However, assurances that make the signed agreement workable can be given within reasonable limits. Warranties and related liabilities can best be included in a clause or paragraph in the speaker's agreement. Here too, timely legal advice – from GCB or otherwise – is advised.

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2. Intellectual property document for speakers at conferences and conventions.

People who speak at a conference are usually invited to do so by the conference organizers. A speaker needs to know his obligations and rights. In view of this, correct information and a clear speaker's agreement are crucial (Care Principle). The conference organizers are responsible for the provision of clear and unambiguous information and for drawing up and providing a transparent speaker's agreement in which the 'joys and burdens' are stated in a comprehensible manner.

In addition to basic information such as time and location of the conference, the duration and the type of presentation, the framework and the session within which the presentation is held, the need for an abstract and/or a manuscript (with instructions and deadlines), travel and accommodation allowances, conference costs, special 'social events' such as a 'speakers' dinner' or a 'president's dinner' etc., it should also include information about the 'fate' of the presentation, from the moment it is sent in or submitted to the moment the conference ends –

a. Protection of presentations

Speakers are mostly asked to submit PowerPoint presentations or other electronic types of presentation ahead of the actual conference date. This means that the author loses sight of his presentation, i.e. loses control over any use of this material that may be in violation of intellectual property rights. During the conference the speaker is then asked to visit the 'speakers' ready room' before the session to check his presentation in person. Notwithstanding such checks, it still happens every now and then that the wrong PowerPoint presentation is projected at the start of a presentation.

Apart from the inconvenience, the speaker must be informed ahead of time about what will happen with the presentation after he has submitted it, and how the presentation is secured against abuse of and unauthorized access.

It is therefore important to add at least a formal *copy right* symbol © to the materials (consisting of this symbol, the year of publication and the author's name or the name of the institution claiming the copyrights).

b. Temporary storage on the central laptop/PC of the conference organizers

Generally, conference organizers will store materials temporarily on a central laptop or PC in session files created especially for the occasion. Access to these files needs to be secured with unique passwords for the duration of the storage. Obviously, this means that both access codes and *user names* of people who have access need to be documented. Employees must be instructed carefully and unambiguously on how to deal with these data and how to identify a speaker who requests access to the stored presentation before he is actually allowed access. This can be done for instance by means of a bar code on personal convention badges.

Speakers must be informed and instructed on the procedure ahead of time, and they must be asked to bring along their personal ID code.

- c. Destruction of the files after the presentation session.
Depending on the conference organizers' policies, it may be decided to hold on to the materials for a particular period after the presentation, or to destroy them. It is recommended to inform the speaker about the policy and the conditions, and to include this information in the speaker's agreement. When the actual destruction takes place, it is advised to document this well and to inform the speaker about it in writing.
- d. Only keep and/or copy materials after written permission of the owner/author. Possibly the speaker may not want his materials to be made available to third parties without his knowing. It is therefore necessary that the procedure to be followed in such matters is clear in advance. When submitted materials are saved for whatever reason or third parties ask if they could have a copy, it is always advisable to put this down in writing with the consent of the speaker. This is another point that can be included in a speaker's agreement – to prevent arguments afterwards and to create transparency.

It may be clear that the speaker's agreement is essential and that it should be based on clear policies from the side of the conference organizer.

Proper agreements in writing (Care Principle) prevent discontent, frustration and discussion about the intellectual property rights of the presentations that are shared with conference attendants at the invitation of the conference organizers.