

General Terms and Conditions
for Lectures

International Vienna Motor Symposium

Organiser:

Österreichischer Verein für Kraftfahrzeugtechnik (ÖVK), Elisabethstrasse 26/24, 1010 Vienna, VAT no: ATU69791567

1. Applicability:

These “General Terms and Conditions” shall apply between all speakers at the International Vienna Motor Symposium and the organiser, Österreichischer Verein für Kraftfahrzeugtechnik (ÖVK), Elisabethstrasse 26/24, 1010 Vienna. The speakers expressly accept these General Terms and Conditions, which regulate the contractual relationship. Conflicting General Terms and Conditions of the speakers do not apply. These General Terms and Conditions apply to both face-to-face and virtual lectures.

2. Conclusion of Contract:

An agreement on speaking engagements for the International Vienna Motor Symposium is concluded through the respective correspondence. The content of the contract results from the correspondence and these General Terms and Conditions (GTC). A separate contract will not be signed.

3. Important Dates:

When the lectures are confirmed, the speakers will be informed about the important dates via email, website (<https://wiener-motorensymposium.at/en/information/speakers-face-to-face>; <https://wiener-motorensymposium.at/en/information/speakers-virtual>) and the brochures “Information for Speakers incl. templates” and “Information for virtual Speakers incl. templates”.

The speaker commits to submit all documents on time by the specified dates.

4. General Information:

4.1. Participation in the Vienna Motor Symposium

Face-to-face speakers: The speaker presents his lecture at the International Vienna Motor Symposium. Participation in the Motor Symposium is free of charge for one speaker; a possible second speaker and other co-authors will be charged the applicable participation fee.

Virtual speakers: Virtual speakers receive free access to the Motor Symposium Web Platform; the applicable participation fee will be charged for on-site participation.

Motor Symposium Web Platform

All registered participants, (virtual) speakers, students and media representatives of the International Vienna Motor Symposium receive access to the Motor Symposium Web Platform.

On this platform, the following documents from the speakers will be available to participants for a maximum of 12 months after the symposium:

- Short CV including portrait photo
- Publication (paper)
- OPTIONAL: Presentation slides
- Videos of the virtual speakers
- Recording of the complete lecture programme (after the Motor Symposium)

4.2. Recording of the lecture (face-to-face speakers)

All lectures of the International Vienna Motor Symposium, including the discussions, will be recorded on site. The speaker agrees to these video recordings. The recordings can be used for internal purposes and for publication on the organiser's platforms. The speaker has the option of receiving a recording of their lecture for a cost price for the video editing.

5. Provision of Services:

- 5.1. The service provided by the speaker is free of charge and separate of any other business relationships between the ÖVK and the speaker.
- 5.2. The face-to-face speaker presents his lecture at the International Vienna Motor Symposium.
- 5.3. The speaker confirms that the lecture is an unpublished contribution that will under no circumstances be released for publication before the Motor Symposium is held.
- 5.4. The speaker further represents that the documentation submitted by them, in particular papers for the Motor Symposium proceedings, presentation slides, video presentations, CVs, images, videos, etc. ("Contributions") are free from third-party rights, in particular copyrights, trademark rights or personal rights. This shall without exception apply to any and all contributions submitted by the speaker. Should any such third-party rights on or to the submitted contributions exist, the speaker shall disclose this fact to the ÖVK and warrant vis-à-vis the ÖVK that they are entitled to dispose of the said contributions and have been granted any and all rights of use related to publishing or using the said contributions and shall indemnify and hold harmless ÖVK in this respect.
- 5.5. The speaker submits the lecture text on time for publication in the lecture volumes (in English), as well as the CV in German and English.
- 5.6. The virtual speaker will make their lecture available on time as a "video presentation" (video, presentation slides) in English, the face-to-face speaker only if the ÖVK cannot guarantee a face-to-face event.

6. Lecture (face-to-face speakers):

Lecture Duration / Lecture Language

Lecture Duration: 20 minutes - the discussion following the lecture lasts 10 minutes.

Lecture Language: English or German. German-speaking speakers are requested to present in German.

Simultaneous Translation

The lectures will be simultaneously translated German / English or English / German.

Presentation Slides

Language: English

Videos must be embedded into the presentation.

7. Publication (Paper):

- 7.1. The paper will be published in the proceedings of the International Vienna Motor Symposium and on the Motor Symposium platform.
- 7.2. The speaker confirms that the lecture is an unpublished contribution which will in no case be released for publication before the Motor Symposium will have taken place.
- 7.3. The ÖVK undertakes not to publish the submitted contribution before the beginning of the Symposium. Before the beginning of the Symposium the contribution shall be disclosed only to persons and/or business entities tasked with organising the event and only to the extent required.
- 7.4. After prior request the ÖVK agrees to the further publication of excerpts from the paper for other subsequent publication by the speaker, whereby the first publication in the proceedings of the International Vienna Motor Symposium must be correctly cited as a source.
- 7.5. Papers receive a DOI (Digital Object Identifier) under the following conditions:
 - The paper must comply with the formal specifications of the Motor Symposium.
 - The paper must not already have a DOI from a previous publication.
 - The paper must be submitted on time.

8. Video:

The transmission of a video is mandatory for virtual speakers; it is only mandatory for face-to-face speakers if the ÖVK cannot guarantee a face-to-face event.

Duration of the video: 20 minutes

Language: English

9. Granting of Rights:

- 9.1. The speaker shall grant the ÖVK an exclusive right, which shall be unlimited in terms of time, place and content, of use with regard to the submitted contributions/lectures ("Right of Use"). This comprehensive Right of Use shall comprise, without limitation, the right to publish, reproduce and distribute the Contribution, the right to make it publicly available, to translate it into other languages, and the right to licence the translated work.
- 9.2. The ÖVK undertakes not to publish the submitted contribution before the beginning of the Symposium. Before the beginning of the Symposium the contribution shall be disclosed only to persons and/or business entities tasked with organising the event and only to the extent required.
- 9.3. Speakers from the university sector shall be offered an option to have their papers peer-reviewed. By deciding to use this offer the speaker agrees that the Wissenschaftliche Gesellschaft für Kraftfahrzeug- und Motorentechnik/WKM [Scientific Association for Automotive Technology and Engine Technology] will be given a copy of the paper and evaluate it by way of two expert opinions.
- 9.4. After prior request the ÖVK agrees to the further publication of excerpts from the paper for other subsequent publication by the speaker, whereby the first publication in the proceedings of the International Vienna Motor Symposium must be correctly cited as a source.
- 9.5. Speakers shall further grant the ÖVK an exclusive right, which shall be unlimited in terms of time, place and content, to the recorded lecture incl. the discussion. This shall include, without limitation, the right to publish, make available and distribute the lecture / speech on the Motor Symposium Web Platform.
- 9.6. The ÖVK and the users of the Motor Symposium Web Platform shall be explicitly prohibited from editing the content of the recorded lecture and the presentation slides without the prior explicit consent of the speaker. Furthermore, the users of the Motor Symposium Web Platform shall be prohibited from using the recorded lecture or parts

thereof for their own lecturing or publishing activities without the explicit consent of the ÖVK.

9.7. The rights granted in these General Terms and Conditions also include the rights to use the CV provided including the speaker's photo.

10. Liability:

10.1. The ÖVK is liable for damages only if intent or gross negligence can be proven, within the scope of the statutory provisions.

10.2. Claims for damages are limited to the typically foreseeable damage and the amount is limited to the order volume. Liability claims against ÖVK expire within six months of becoming aware of the damage, unless there are mandatory legal provisions to the contrary.

10.3. ÖVK's liability for minor negligence, with the exception of personal injury, as well as compensation for consequential damage, pure financial loss, indirect damage and lost profits are excluded.

11. Data Protection Law:

The ÖVK commits to treat the speaker's personal data confidentially and to use it only within the framework of the legal provisions and the agreements in these General Terms and Conditions. Reference is made to the ÖVK data protection regulations (<https://oevk.at/datenschutz>).

12. Final Provisions:

12.1. The language of the General Terms and Conditions shall be German; an English translation of these General Terms and Conditions is available; in the case of doubt the German version shall prevail. Austrian law applies exclusively to the contractual relationship between the ÖVK and the speakers, without the reference norms of international private law and to the exclusion of the UN Convention on contracts for the International Sale of Goods.

12.2. Vienna is agreed as the place of performance for all services.

12.3. The exclusive place of jurisdiction for all claims in connection with a contractual relationship that arises between the ÖVK and the speakers is the court with jurisdiction at the location of the ÖVK.

12.4. Should one or more provisions of these General Terms and Conditions be wholly or partially ineffective or later lose their legal validity, this will not affect the validity of the rest of the Terms and Conditions. The ineffective regulation will be replaced by the relevant legal regulation or will be based on the mutual wishes of the parties.