



## AUA PARTICIPATION TERMS AND CONDITIONS

These **AUA Participation Terms and Conditions (“Agreement”)** set forth the rights and responsibilities applicable to all physicians and others who are appointed to Committees, Councils, Editorial Boards, Panels, or other leadership positions with AMERICAN UROLOGICAL ASSOCIATION, Inc., the AMERICAN UROLOGICAL ASSOCIATION EDUCATION & RESEARCH, INC., the UROLOGY CARE FOUNDATION, and AUAPAC (collectively, “AUA”) for the Participant’s term of service.

The AUA appreciates your dedication and commitment to the urologic community and is pleased that you have agreed to accept this opportunity and the professional benefits that it confers, including enhancing your professional stature and curriculum vitae, broadening and deepening professional relationships, improving leadership skills, and making important contributions to the profession of urology. As a Participant in the leadership role to which you have been appointed, you may be viewed as representatives of the organization and these Terms and Conditions establish the expectations for participation and the rights, responsibilities, and limits of the role. By acknowledging these Terms and Conditions, you agree to follow them during your term of service.

### I. Term.

a) These Terms and Conditions apply beginning on the date of your appointment and continue until your appointment ends for any reason, with or without cause.

b) All Participants serve at the pleasure of the AUA. The Board of Directors may modify or dissolve an AUA Council, Committee, Editorial Board and/or Guideline Panel at any time to meet the needs of the association. Participants may be removed in accordance with any applicable policies, procedures, or protocols. By accepting this opportunity, Participant agrees to be bound by all of the terms and conditions herein, including AUA policies.

**II. Commitment.** Service in an AUA council, committee, editorial, or other leadership role represents a commitment of time to the AUA and the Participant agrees to dedicate the time and effort required to be successful, including commitment to any expected term of service, attendance and active participation on conference calls, travel requirements and related policies, and attending face to face meetings when required or appropriate. Failure to fully participate (such as failure to attend meetings or respond to emails or phone calls) may constitute grounds for removal.

**III. AUA Membership.** Service is a privilege of membership and Participants must maintain membership in good standing in the AUA for the duration of the term of service.

**IV. Representative Capacity.** Participants in AUA leadership roles are required to act in the best interests of the AUA, regardless of affiliation, membership, employment or other service to other organizations and are expected to make decisions that are in the best interest of the AUA, not in their own personal interest or the interest of any other individual or organization. As a representative of the AUA, Participants are expected to take care to protect the good will, finances, and assets of the AUA and to advance the AUA's corporate mission and vision and adhere to AUA's values.

**V. Scope of Authority.** Individual participants do not have the authority to make commitments on behalf of the AUA for staff time, money, or other resources for any initiative. Requests for resources or approval of projects, development of programs, or activities may be submitted to your AUA staff liaison who will facilitate review and, as appropriate, decision-making by duly authorized individuals or governing bodies.

**VI. Compensation.** Participation (and these participation terms and conditions on their own) do not provide any rights to compensation or benefits or reimbursement for travel expenses for participation. In the event Participant has a separate contract with AUA, the terms of which provide for compensation as an independent contractor or part-time employee of AUA, the terms of the contract shall be controlling.

**VII. Confidentiality.** All documents, discussions, deliberations, and internal communications regarding AUA matters are confidential unless otherwise determined by AUA. Discussion and sharing of information regarding AUA matters is limited to other members of Participants' council, committee, panel, or other leadership group and AUA staff assisting the work. The duty to maintain confidentiality continues until such information becomes public (other than through any action by Participant) or AUA notifies Participant in writing that the information is no longer confidential.

**VIII. Intellectual Property/Work Product.** Participants will have access to information used to develop programs, products, services, and events for the AUA. Participant agrees that;

- a) All rights, title, and interest in the materials supplied or disclosed in connection with the services provided under this agreement, including without limitation, all copyrights, trademarks, service marks, patents, trade secrets, know-how, systems, and other intellectual property rights, will remain the property of AUA and that Participant will not use the intellectual property of the AUA without obtaining AUA's written permission in advance;
- b) All work product developed by or with Participant as part of participation in any council, committee, panel, or other leadership position under this agreement shall be considered "work made for hire" or the legal equivalent of "work made for hire." All work product and any and all copyrights and legal protections in such materials shall be the exclusive property of the AUA. To the extent provisions of Title 17 of the United States Code do not vest the copyrights to any work product in the AUA, Participant hereby assigns to the AUA all right, title and

interest to copyrights which Participant may have in the work product. Participant further agrees to take any actions necessary to transfer any rights in work product to the AUA, including signing assignment documents;

- c) All use of generative artificial intelligence ("AI")/augmented intelligence or any other machine learning tools in the development, writing or editing of work product as an AUA participant is prohibited without advance approval from AUA. Participants shall not input AUA content into any form of ARTIFICIAL INTELLIGENCE; DEEP LEARNING; MACHINE LEARNING; or similar AUTOMATED, AUTONOMOUS, SELF-IMPROVING, or otherwise ADAPTIVE SOFTWARE MODEL or PROGRAM (whether automated as a whole or in part).

**IX. AUA Policy Adherence.** Participant acknowledges they have read and agree to abide by the following AUA policies:

- a) [AUA Principles, Policies and Procedures for Managing Conflicts of Interest](#)
- b) [AUA Policy on Civility](#)
- c) [AUA Code of Ethics](#)

**X. Civility Clause.** AUA's policy of civility and respect extends not only to all employees, but to AUA representatives and Participants. Participants must be cognizant of their role as the face of our professional organization in the community, since inappropriate or unprofessional actions of individuals reflect on the entire organization. Leadership will not tolerate any form of harassment or inappropriate or disruptive behavior, which is not only disrespectful of other individuals, but detracts from our ability to complete the serious tasks assigned to each of us. As such, Participants pledge not only to conduct themselves in accordance with principles of civility, but to assist in creating a workplace where we all may be comfortable and productive in carrying out the mission of the AUA.

**XI. Responsiveness.** Participants agree to take note of deadlines for review, input, and/or action. Delay in response may create urgency or result in lost opportunities.

a) **After Hours.** Participants may reach AUA staff after normal business hours but may not receive an immediate response. Staff are encouraged to be as responsive as possible within reasonable boundaries. Typical response time varies between one (1) to five (5) business days. We ask that physicians and staff respect each other's personal time after hours.

b) **Time Sensitive or Urgent Requests.** Participants can notify staff via email with the word "URGENT" in the subject line. It is also recommended to use the High Importance (!) tag. Urgent requests are typically handled within 24 hours.

**XII. Contact Information.** Participants should keep their email and mobile phone information on [myAUA](#) current and up-to-date to expedite communications during their term

of service. Designated staff liaisons serve as the first and primary point of contact for Participants.

**XIII. Meetings.** Out of respect for your time and staff, and in an effort to mitigate burnout, whenever possible, meetings should be scheduled between 8am and 6pm Eastern time. AUA's policy is that no meetings should start after 8pm or end after 9pm Eastern Time. Videoconference meetings should not last more than 2 hours.

**XIV. Image and Content Consent and Release.** Without expectation of compensation or other remuneration, now or in the future, Participant gives consent and license (a worldwide, royalty-free, nonexclusive, perpetual and irrevocable license) to the American Urological Association Education & Research, Inc., American Urological Association, Inc., AUAPAC, and the Urology Care Foundation, Inc., (Collectively, "the AUA") and all AUA employees and agents, to use Participant's image and likeness and any statements provided by Participant in the course of their service under this agreement in AUA publications, advertising, fundraising, or other media activities (including on the Internet).

**XV. Liability Waiver.** Participant hereby agrees, on behalf of themselves, their heirs and their personal representatives, to fully and forever discharge and release the AUA and its affiliates, Board members, employees, agents, and representatives ("Released Parties") from any and all claims they may have or that may arise in the future for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to participation in the activities under this agreement, whether caused by the negligence of the AUA or any of the Released Parties or by any other reason. Participant acknowledges and agrees that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or damages, including but not limited to lost wages, sustained by the Participant while participating in activities under this Agreement.

**XVI. Formal Provisions.** This Agreement is made and executed in Maryland and shall be construed in accordance with Maryland law. It shall be construed so as to be enforceable, and if any provisions should later be adjudged unenforceable, those provisions shall be deemed severable, and the balance of the agreement shall be valid and enforceable. This Agreement may be amended by subsequent writing; but it supersedes all prior documents, proposals, discussions, or understandings of any nature whatsoever.