



chacruna
Institute for Psychedelic Plant Medicines

CONFERENCE PRESENTATION AGREEMENT

This Conference Presentation Agreement (the “**Agreement**”), is entered into on the ___ day of _____, _____, by and between Chacruna Institute for Psychedelic Plant Medicines Inc., a California Nonprofit Corporation, (the “**Chacruna**”), and _____, the undersigned presenter (the “**Presenter**”).

Chacruna is holding an event, _____ on _____ (the “**Event**”), where Presenter has been offered the opportunity to participate on a panel or as a moderator during the Event. In exchange for the good and valuable consideration of this opportunity and platform, the sufficiency of which the Presenter acknowledges, Presenter hereby agrees to the following:

Grant of Rights: Presenter understands this grant of rights is in consideration of the substantial efforts on behalf of Chacruna to put together, promote, and develop its programs, including promotion of the Presenter and their work. It is Chacruna’s non-profit purpose to share and make accessible knowledge, information, and education. Also, Chacruna could not sustain reasonable operations, and would incur substantial expenses, if it were subject to the revocation of the grant of these rights by any presenters, including Presenter, at the end of a period or without cause; revocation of any rights means that Chacruna would be required to remove mention or any images of a presenter and their presentation from its website, social media, and video streaming channels, which would take considerable time, efforts, and funds. As such, all grants of rights in this Agreement are irrevocable.

- (a) Limited non-exclusive Licenses. Presenter authorizes, agrees, and grants a limited, nonexclusive, worldwide, and perpetual license to Chacruna to audio or video record, stream, film, and/or photograph Presenter’s presentation and presence at the Event and any other contributions Presenter makes during the Event (the “**Presentation**”). Presenter also grants Chacruna a limited, nonexclusive, worldwide, and perpetual license to accurately publish, distribute, broadcast, edit, excerpt, translate, or otherwise disseminate the Presentation solely consistent with Chacruna’s nonprofit purposes and in connection with its promotional efforts and all applicable laws, including laws pertaining to defamation, in any and all media now known or hereafter developed, with credit to Presenter.
- (b) Permission to Translate: Presenter also acknowledges and agrees that, if the Presentation is translated, such as to create a video with subtitles in Spanish or Portuguese, Chacruna will make its reasonable and best efforts to make any translation of the Presentation into another language as accurate as possible – in terms of both content and sense – however, any actual or alleged inaccuracy of such translation will not give Presenter the right to assert a claim against Chacruna nor constitute a breach of this Agreement.

- (c) **Personal Information:** Presenter agrees to grant Chacruna the right to use Presenter's personal information, such as their name, likeness, voice, photograph and biographical and professional data (the "**Personal Information**") solely in connection with the Presentation, the Event, and other Chacruna programs, in order to provide credit to the Presenter, including but not limited to promotional materials on the Chacruna website, press releases, and otherwise. Such use of the Personal Information will not be used in violation of any laws, including laws prohibiting defamation. Presenter acknowledges and agrees that Chacruna has the right to not use the Presentation and/or Personal Information, in part or in whole, in Chacruna's sole discretion. If such discretion is exercised, the Presenter agrees that all rights granted to Chacruna in this Agreement cannot be revoked.
- (d) **Right to Remedy Any Inaccuracy:** If Presenter believes there is a substantial inaccuracy in Chacruna's use of the Presentation, Presenter will give notice to Chacruna and allow Chacruna to remedy the inaccuracy or remove the translation within sixty (60) days.
- (e) **Creative Commons:** Presenter agrees Presentation may be distributed under a "Creative Commons" license, which allows intellectual property to be re-published in non-derivative works, as long as appropriate credit is given and the Presentation is not distorted. By signing this Agreement, Presenter acknowledges and agrees to not object to the distribution of the Presentation by Chacruna under any Creative Commons license.

Details and Participation in the Presentation: Details of the date and time of the Presentation are set forth on the signature page. Presenter is responsible for timely attendance for the Presentation during the Event and having the necessary equipment to participate and give the Presentation, including but not limited to: Any software used by Chacruna for the Event, such as Zoom; a computer or other device that is updated as necessary to use the software; and internet that is reliable and at a high enough speed for use of the software. If the Presenter is unable to give the Presentation or needs to request additional resources, advance notice is required by Chacruna.

Intellectual Property: Presenter affirms and agrees that Presenter is the sole author of the Presentation and owns all rights or has a license to use any intellectual property of the materials within the Presentation. Presenter grants Chacruna the limited, nonexclusive, worldwide, and perpetual rights to use all intellectual property within the Presentation for any reason, with credit to the Presenter consistent with all provisions of this Agreement. Presenter will advise Chacruna in writing of all third-party material contained in the Presentation. Presenter affirms that use of the Presentation in the Event or otherwise is consistent with the terms of this Agreement will not violate the rights of any third party.

Indemnification: If any third party claims that the use of the Presentation violates its rights, Presenter agrees to cooperate fully with Chacruna to defend against or otherwise respond to such claim. Presenter shall hold harmless and indemnify Chacruna from any losses resulting from any such claim or other legal action as a result of the violation of third-party rights or otherwise caused by the Presentation.

Release: Presenter hereby releases Chacruna for all claims and liability relating to any recordings, photographs, and any other external media reporting of the Presentation; however, Chacruna agrees it will make every effort to ensure its use of the Presentation will be consistent with all laws.

Promotion of Event and Presentation: Presenter acknowledges Chacruna's request and will consider to publicize and promote the Event with reference to Chacruna and relevant link to

Chacruna using any mediums that are regularly used for own promotions, including but not limited to social media, website, and email newsletters.

Chacruna Relationship: Presenter is giving the Presentation without any employment relationship with Chacruna and cannot claim to be a representative of Chacruna or engage in any agreements on Chacruna's behalf.

Entire Understanding and Survival of Terms: This Agreement contains the entire understanding between Presenter and Chacruna, including but not limited to regarding the Presentation and all rights granted and indemnification. This Agreement may not be modified except as expressly agreed to in writing by both parties. This Agreement shall survive the performance of the Presentation by Presenter and if any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Agreement: By signing this Agreement, Presenter affirms that it has read, understood, and agrees to this Agreement and has the full power and authority to grant the rights and releases set forth herein.

DETAILS OF PRESENTATION

Panel Name:
Date:
Time:
Arrival time:

**Chacruna Institute for
Psychedelic Plant Medicines Inc.**

**Presenter
Signature**

Name:
Title:
Date:

Name:
Title:
Date: