



# Speaker Presentation Agreement

**Faculty/Presenter Name:**

FIRM/ORGANIZATION:

ADDRESS:

PHONE:

EMAIL:

**COURSE TITLE:**

COURSE DATE:

COURSE LOCATION:

**Please Sign and Return this Agreement upon Receipt**

Email to: [wbai@wbaillinois.com](mailto:wbai@wbaillinois.com) or [rspooja@gmail.com](mailto:rspooja@gmail.com)

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- I. **Your Volunteer Commitment.** As a Women's Bar Association of Illinois ("WBAI") volunteer Faculty/Presenter member, you agree to make a presentation for the course listed above at the location(s), date(s), and time(s) shown above and to submit written materials in support of this presentation. WBAI has selected you as a Faculty/Presenter for this program on the basis of your knowledge, experience, and reputation. Please note that replacements and co-presenters may not be added without notice to and the approval of the CLE Chair.
  
- II. **Faculty/Presenter Benefits.** We are happy to provide you the following benefits in conjunction with your participation in this WBAI program:
  - a. Promotion of your participation in the program;
  - b. Illinois CLE credit certificate for your participation in the program; and
  - c. Negotiation of special pricing for the program for members of your firm or organization.
  
- III. **Recordings.** WBAI reserves the right to record the program for resale purposes and to make an audio and video recording of the presentation. Also, WBAI retains the right to resell audio and video recordings of the program, including a digital version of the materials you provide, in a variety of formats, including, but not limited to: Audio CD; DVD; Online On-Demand; Web Replay; Podcast; MP3; and MP4.
  
- IV. **Grant of Rights.** As a Faculty/Presenter at an WBAI program, you grant to WBAI, its licensees, successors, and assigns, the following rights with respect to the materials and your presentation:
  - a. The non-exclusive right to publish, reproduce, market, distribute, transmit, display, sell, license, and otherwise consume all or any part of the written materials throughout the United States in all media and formats now known or which may exist in the future, including but not limited to print, electronic, Audio CD, DVD, CD-ROM, memory card, Web-based audio, Web-based video, or podcast versions, whether in linear or interactive format, and whether or not combined with additional third-party material, as determined by WBAI at its sole discretion.
  - b. The exclusive right to publish, reproduce, market, distribute, transmit, display, sell, license, and otherwise consume all or any part of the recorded presentation as produced by WBAI throughout the United States in all media and formats now known or which may exist in the future, including but not limited to print, electronic, Audio CD, DVD, CD-ROM, memory card, Web-based audio, Web-based video, or podcast versions, whether in linear or interactive format, and whether or not combined with additional third-party material, as determined by WBAI at its sole discretion.

- c. The exclusive right to publish derivatives of the recorded presentation and materials as presented in conjunction with the program, as well as translations of the recorded presentation in any language, and to have the same rights in subsequent derivatives and translations as in the original recorded presentation.
  - d. The right to license to third parties any of the rights set forth in this Agreement, or to otherwise authorize third parties to exercise any such rights.
- V. Rights Retained by You.** *You retain all copyright in all original written material authored by you,* provided that copyright in any aspect of your materials or the presentation will not be used to prevent practitioners from copying models, forms, and other aspects of the materials or the presentation. Nothing in this Agreement shall be construed to prevent you from using the same or similar materials for a presentation by any other entity.
- VI. Representations and Warranties.** You represent and warrant as follows and agree that these representations and warranties shall survive termination of this Agreement and shall extend to WBAI's licensees, successors, and assigns:
- a. You have the exclusive right and power to make the grants and assignments contained in this Agreement, except that you do not make such representation and warranties with respect to the following:
    - i. Material that was previously published or presented by you but which requires permission from a third party for use in connection with this program;
    - ii. Material contributed by a co-presenter for purposes of this program;
    - iii. Material created by other third-party contributors;
    - iv. Material that is in the public domain; and
    - v. Material for which the use is consistent with fair use principles.
  - b. The materials and the presentation do not (1) contain scandalous, libelous, unlawful, or injurious material; or (2) infringe upon any right, including privacy rights, of any other person or entity.
  - c. You hold WBAI harmless from any claim arising from the your breach of any representation or warranty regarding the materials or the presentation and will defend and indemnify WBAI, at your expense, against all suits and any manner of claims, demands, damages, losses, costs, and expenses that may be taken or pursued by any third party on any such grounds.
- VII. Control of the Program and Materials & Cancellation.** WBAI, in its sole discretion, reserves the right to cancel or reschedule the program, to decline to accept all or any part of the materials, or to decline to include the presentation. If it becomes necessary for WBAI to modify the location, date, or time of the program, WBAI will notify you and provide an alternative schedule. If you are unable to participate at the alternative location, date, or time, you must promptly notify WBAI. Suggestions for a replacement will be appreciated.

I have read and agree to the terms of this WBAI Presentation Agreement:

Faculty/Presenter Signature:

Date: