

SPEAKER LICENSING PERMISSION AGREEMENT AND RELEASE FORM

- 1. I agree to participate in a moderated panel session or individual presentation to be held at a venue or on an online platform designated by the American College of Toxicology ("ACT") at a date and time determined by ACT (the "Presentation").
- 2. I grant to ACT an irrevocable, perpetual, worldwide, sublicensable, royalty-free license to use, reproduce, sell, sell access to, and distribute the Presentation and all handouts, PowerPoint presentations, or other materials I provide to ACT in connection with the Presentation (the "Materials"), with appropriate attribution to me. I understand that I retain copyright ownership of the Materials and the underlying content of the Presentation, which I may continue to use (or allow others to use) in any way.
- 3. I represent and warrant that neither the Presentation nor the Materials (i) infringe the copyright, trademark, privacy, proprietary, or personal rights of any third party; (ii) contain any defamatory material; or (iii) are otherwise unlawful. I further represent and warrant that: (a) the Presentation and the Materials are factually accurate; and (b) the Presentation is my original work and, to the extent any part of the Presentation or Materials are not my original work, I have obtained, in writing, all necessary permissions or licenses from any individuals or organizations whose material is included or used in the Presentation and the Materials. I have full authority to enter in this agreement. I shall indemnify, defend, and hold harmless ACT and its affiliates, subsidiaries, shareholders, members, directors, officers, employees, and agents from any against any claim, suit, or action by any third party and any associated damages, attorney fees, penalties, and costs arising from or related to a breach of the foregoing representations and warranties contained in this paragraph.
- 4. I authorize ACT to use my name, likeness, photograph, and biographical information in connection with the use and promotion of the program at which I will present the Materials and Presentation (the "Program").
- 5. I authorize ACT to record the Presentation in audio and/or visual form, and I understand that ACT will be the sole copyright owner of such recording. I waive any right I have to inspect such recordings, and I understand that ACT may elect to sell access to or otherwise distribute such recordings, along with the Materials.
- 6. I understand that ACT requires use of the designated ACT PowerPoint template and handout templates (which incorporate ACT's logo and other intellectual property) in connection with my provision of Materials and the Presentation. I agree not to use the ACT PowerPoint, ACT's handout templates, or ACT's other intellectual property in any way other than in connection with the Presentation and Materials provided for the Program.
- 7. I agree to comply with Program-related deadlines provided to me by ACT, including but not limited to deadlines for information, handouts, slides, etc. In addition, I will attend any pre-event preparation calls with ACT representatives and use the ACT presentation template(s) for the Presentation.
- 8. I agree to notify the Program chair immediately in the event that an emergency should prevent me from meeting my obligation as a presenter.
- 9. During the Presentation, I will not: (i) engage in any type of promotional marketing or selling of any product or service; or (ii) disparage ACT, its representatives, employees, programs, or services.
- 10. I will be responsible for all travel arrangements and expenses that I incur unless ACT preauthorizes travel support. I understand that I otherwise will not receive any royalties, honoraria, or other compensation from ACT in connection with the Program or the rights granted above.

Program or Event Name:		
Session or Course Title:		
Presentation Title:		
Signature	Printed Name	Date
Return signed form to acthq@actox	<u>.org</u> or fax to 703.438.3113.	

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