

Author* of presentation materials (including slides, images, etc.):

Presenter(s)**:

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Title of presentation:

WEF event (including year and session):

Whereas the above-identified Author of presentation materials (“Author”) and Presenter(s) (“Presenter”) desire the opportunity to participate in the above-identified Water Environment Federation® (“WEF®”) event (“Event”), and such participation is to include a presentation which may include audiovisual materials (e.g., powerpoint slides, IKE materials, workbooks, handouts, video, speech, and/or other materials), the Author, Presenter, and WEF agree as follows:

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WEF makes no representations or warranties regarding the use of the Works by attendees of the WEF Event, or any third party.

3. Indemnification. Author agrees to indemnify, hold harmless, and defend WEF (and its members, partners, assigns, and successors

in interest) from and against any claim, demand, or action arising from the exercise of rights granted in this Agreement regarding the Works, including without limitation WEF's publication of the Works, or from Author's breach of any of the representations and warranties herein. Presenter agrees to indemnify, hold harmless, and defend WEF (and its members, partners, assigns, and successors in interest) from and against any claim, demand, or action arising from the exercise of rights granted in this Agreement regarding Presenter's presentation, including without limitation statements made in the presentation, or from Presenter's breach of any of the representations and warranties herein.

4. **Term.** This Agreement shall be in force for the longer of two years or the term of U.S. copyright in the Work. The Representations and Warranties, Indemnification, Disputes, Other Terms, and Special Provisions shall survive termination of the Agreement.

5. **Disputes.** This Agreement shall be governed by and construed under the law of the state of Virginia, the Eastern District of Virginia, and the United States. Any dispute regarding this Agreement or the rights hereunder (including without limitation copyright) shall be resolved by binding arbitration, by an arbitrator or panel mutually agreed upon by the parties, to take place in or within twenty miles of Alexandria, Virginia.

6. **Other terms.** If any provision, or portion of any provision, of this Agreement is determined to be illegal, invalid, or unenforceable, such provision or portion shall be severed and shall be inoperative, and the Agreement shall be construed without the particular illegal, invalid, or unenforceable provision or portion. The remainder of the Agreement shall remain operative and binding on the parties.

7. **Special Provision for U.S. Government Employees and U.S. Government Works.** If Author is, or was an employee of, the United States government at the time the Work was created, and the employee was acting within his/her official duties **such that the Work is deemed a government work not subject to U.S. copyright protection**, then (i) section 1 shall not apply to the Works, and (ii) the indemnification of section 3 is limited to \$5 million. The remainder of the Agreement will remain in force. Author shall certify has/her belief that the Work is a government work not subject to copyright protection by indicating so in the appropriate box below.

By typing your name in the box below, you are indicating your agreement to the terms and conditions of this agreement. **If more than one Presenter or Author, each Presenter and Author listed must execute this agreement.**

Each Author and Presenter type or sign your name to indicate consent:

Date:

U.S. Government work, not subject to U.S. copyright protection?

Yes

Name of government organization (if any):

SUBMIT

Please submit along with your final Event presentation materials via the online submission system.

If you have any questions, please send an email to speakers@wef.org

If you submit your materials separately from the Agreement, please indicate your consent to the terms by printing and signing this form, creating a pdf of the signed form, and returning it to WEF by submitting on the online submission system.

*Consult your employer regarding its potential status as author (or assignee of copyright). If the employer is the author (or assignee of copyright), then an authorized representative of the employer must sign this Agreement.

**If the Presenter is the same as the Author of the presentation materials, write "same" or rewrite the Author's name.