DC BAR Communities
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Speaker and Materials Release

By agreeing to speak or participate as a speaker, presenter, host or moderator (the "**Speaker**") in a D.C. Bar Program (the "**Program**") a Speaker grants the following rights to the D.C. Bar, for no monetary compensation:

1. **Recording.** The Speaker grants the D.C. Bar the right to record their presentation and any statements they make during the Program, including in discussions and responses to questions (collectively, their "**Presentation**"), and to own and control the resulting recording(s) (the "Recording").

2. **Grant of Rights.** The Speaker grants the D.C. Bar the following non-exclusive sub-licensable rights regarding (a) the Recording and (b) any materials, including PowerPoint presentations and handouts, they provide for dissemination at the Program (their "**Distributed Materials**"):

   a. to reproduce, distribute, sell, transmit, display, and perform the Recording and their Distributed Materials, in whole or in part, alone or in conjunction with other materials, throughout the World, in any medium now known or hereafter discovered, and

   b. to edit and make derivative works based on the Recording and their Distributed Materials, with the understanding that the D.C. Bar may freely edit and modify the Recording and their Distributed Materials for timing, organization, media, format, and similar purposes, but that if it makes substantive changes to the content of the Recording or their Distributed Materials, it will make the edited version available for review by the Speaker before distributing it.

3. **Handouts.** The Speaker understands that their Distributed Materials must be approved by the D.C. Bar prior to distribution at the Program and may not include order forms for books, promotions of other speaking engagements, information on consultant services, or other promotional items.

4. **Publicity.** The Speaker grants the D.C. Bar and its licensees the right to use their name, biographic material, voice, portrait, and likeness for the purpose of publicizing the Program, the D.C. Bar, the Recording, and their Distributed Materials.

5. **Speaker Rights.** The Speaker understands and the D.C. Bar acknowledges, that the Speaker retains all rights in their own Presentation and their Distributed Materials, subject only to the nonexclusive rights granted in Section 2. But the Speaker agrees that they will not use the Recording itself, or any transcriptions of the Recording, in whole or in part, without the prior written consent of the D.C. Bar. The Speaker further agrees that if they use or present similar or related written materials that differ in any way from their Distributed Materials, they will not designate them as, or indicate that they are or were, endorsed, sponsored, or approved by the D.C. Bar, or "from the D.C. Bar Program," or use any other language falsely suggesting that such materials are associated with the D.C. Bar.

6. **Speaker Obligations.** The Speaker represents and warrants that:

   a. to the best of their knowledge, their Presentation and their Distributed Materials are accurate and correct, are not defamatory, and do not violate or infringe any copyrights, trademarks, or other property rights or personal rights of others,

b. they have authority to accept these conditions, grant these rights, and make these representations and warranties, and

c. either (i) they are the sole author and owner of all rights in their Presentation and their Distributed Materials and they are original; or (ii) if their Presentation or their Distributed Materials include materials that are not original to them, or are not owned by them, that they have obtained all written consents necessary for the D.C. Bar to use them pursuant to the rights granted above, and have provided or will provide such written consents to the D.C. Bar no later than **5 business days** before the date of the Program; or (iii) that the Presentation / the Distributed Materials are works of the U.S. Government and are not eligible for U.S. copyright protection.

If all the Distributed Materials are not provided in accordance with Paragraph 6(c)(ii), the D.C. Bar may refuse to allow the Speaker to participate at the Program or require them to modify the Presentation or Distributed Materials to remove any materials not created by them or owned by them.

PLEASE NOTE *that if your presentation was prepared, or you are appearing as a Speaker, within the scope of your employment as an employee of an organization other than the D.C. Bar, your agreement to present at a D.C. Bar Communities Program represents your warranty that you have the express consent of your employer to accept this Speaker and Materials Release. U.S. Government employees are agreeing to appear as Speakers as set forth below:*

a. The Speaker created the Presentation and the Distributed Materials on their own time and not as part of their assigned duties, and will participate in the Program in their personal capacity and not in their capacity as a U.S. Government employee. [Agreeing to speak at a D.C. Bar program represents the Speaker's agreement to the terms of this Release and Consent Form.]

b. The Speaker created the Presentation and the Distributed Materials as part of their assigned duties and within the scope of their employment as a U.S. Government employee. [Agreeing to speak at a D.C. Bar program represents the Speaker's agreement to the terms of this Release Form **except** for the grants of rights in Paragraph 2, because works of the U.S. Government are in the public domain and may not be the subject of copyright protection under U.S. law.]

If you wish to **Opt-Out** of this Speaker and Materials Release, please print and follow the instructions on the **Opt-Out Form** included at the end of the **Speaker Packet** you received from us in advance of your program. The Speaker Packet is also available on our **WEBSITE**.