

Material from the Speaker

Material means any material developed by the Speaker for presentation at the Conference including the presentation content, information and handouts.

1.1 Intellectual Property Rights

C&K acknowledges and agrees that the Intellectual Property Rights in the Material presented by the Speaker in conjunction with the Presentation (including all slides, handouts or other such presentation device aids) are owned by the Speaker, and nothing in this agreement transfers or confers any Intellectual Property Rights in the Material to C&K.

1.2 Licence of Material

In consideration of C&K providing the Speaker with free registration at the Conference, the Speaker hereby grants to C&K a non-exclusive, perpetual, worldwide, royalty free, irrevocable licence to use the Material for any purpose, including the right to grant sublicenses. The Speaker must notify C&K if there are sensitive or confidential references in the Presentation.

1.3 Warranties

The Speaker:

(a) covenants and warrants to C&K that:

- (i) the Speaker is free and available to provide the Presentation at the Conference for the Term of and pursuant to the terms of this document; and*
- (ii) all material created, added, interpolated and/or submitted by the Speaker for the Conference is wholly original to the Speaker and, to the best of the Speaker's knowledge (including that which it should have known in the exercise of reasonable prudence), is not subject of any actual or threatened litigation or Claim and shall not infringe upon or violate the Intellectual Property Rights or rights of privacy of any person, or violate any common law, statutory rights or any other rights of any other person.*

1.4 Intellectual Property Indemnity

*The Speaker shall indemnify and keep indemnified and hold harmless C&K and its officers, employees, agents, contractors and volunteers (**those indemnified**) from and against all action, proceedings, claims, demands, costs (including all reasonable legal costs and all reasonable costs associated with defending those indemnified), losses, damages and expenses, including those arising out of the terms of any settlement, in relation to the alleged infringement of Intellectual Property Rights or Moral Rights of any person, which:*

- (a) may be brought against or made upon those indemnified; or*
- (b) those indemnified may incur or sustain,*

arising out of or as a consequence of the exercise of the Speaker's or C&K's rights and obligations granted pursuant to this agreement.

1.5 *Recording of the Presentation*

The Speaker agrees and authorises C&K to record, duplicate, and distribute the Presentation and any portion of the Speaker's participation in the Conference to Conference Delegates and employees of C&K or any other person in the course of C&K's business. The Speaker hereby waives any and all claims resulting from the recording, duplicating, and sales of the aforesaid including all Intellectual Property Rights in such records or duplications, apart from those rights which may not be waived (such as Moral Rights under the Copyright Act).