Psychedelic Science 2023

Psychedelic Science 2023 Conference Presenter Agreement

This Presenter Agreement ("Agreement") is made and entered into by and [redacted] ("Presenter") and Multidisciplinary Association for Psychedelic Studies, a Florida nonprofit corporation recognized as exempt under Sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code, with offices located at 3141 Stevens Creek Boulevard, #40563, San Jose, CA 95117 ("MAPS") the producer of the Psychedelic Science 2023 Event occurring 6/19 - 23/23 (the "Conference").

Presenter and MAPS wish to enter into an agreement with respect to the terms and conditions of their independent contractor relationship. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Agreement to present**. Presenter agrees to deliver the presentation live and in-person at the Conference taking place June 19-23 at the Colorado Convention Center in Denver, Colorado. If more than one person is part of the Presentation, every such person is obligated to be present and participate in the Presentation. Session title, date, time, and location will be shared under separate cover via email. Please note the COVID-19 rider attached as Exhibit C.

2. **Agreement to communicate.** Presenter agrees to promptly reply to any requests from MAPS and its production contractor(s), and permits MAPS to contact them via mobile phone or text if email messages are not replied to within three business days, or at any time the two weeks prior to the presentation.

3. **Non-transferable personnel, title, topic, format.** Presenter personnel, title, and topic may not be changed without mutual agreement of Presenter and MAPS. If Presenter cancels on short notice, Presenter may not send a substitution without approval of MAPS. Presenter may not substitute a virtual presentation without approval of MAPS. Presenter will notify MAPS of any change in role, title, or organization, which may result in revision or rescinding of invitation, if relevant.

4. **Presentation duration.** MAPS has a firm policy on stage management and does not permit Presenters to exceed their allotted duration.

5. **Conference venue.** The Conference venue is the Colorado Convention Center in Denver, Colorado.

6. **Technical support.** MAPS' production contractor(s) will provide reasonable technical support. Presenter agrees to work within the preconfigured system to the best of their ability. Any special requests for additional support should be made no less than 60 days in advance and will be accepted or declined at MAPS' discretion.

7. **Presentation materials.** Presenter will prepare presentation materials ("Presentation Materials") for the Event well in advance, and deliver Presentational Materials (slideshows, film/audio clips, etc.) no later than the stated deadlines in Exhibit A so that technical compatibility can be assured. Presenter represents and warrants that its Presentation and Presentation Materials do not infringe on the rights of any third party and MAPS' use of the Presentation and Presentation Materials, as authorized under this Agreement, will not violate the rights of any third party. Presenter further warrants that it has the authority to enter into this Agreement and deliver the Presentation and that Presenter has obtained the necessary approvals or assignment of rights from any collaborators who may have assisted the Presenter to create the Presentation and Presentation Materials.

8. **Biographical materials.** Presenter will supply MAPS and its production contractor(s) with the following as soon as possible upon booking, which may be revised by Presenter until the print deadline. If Presenter does not provide these materials promptly, MAPS and its production contractor(s) may adapt them from previously published materials. MAPS and its production contractor(s) may adapt titles, affiliations, and biography for length and clarity for marketing purposes where necessary.

    a. Full name and professional honorifics (e.g., MD, Ph.D., M.Div., LCSW, etc.)
    b. Pronouns
    c. Short professional title (e.g., "Author and psychiatrist")
    d. Affiliation (organization, company, university and department)
    e. Biography (~ 150-words)
    f. High-resolution photograph (headshot preferred)
    g. Current CV/resume in PDF form (not published, to be used for CE/CME credit proof)
    h. Mobile phone number (not published, for coordination only)
    i. Social media handles (Twitter, Instagram, FB, etc.), if desired, to be used for credit and promotional purpose
    j. Abstract of presentation (~ 150-words)

9. **Inclusion in Conference social media.** Presenter agrees that MAPS and its production contractor(s) may use provided biographical materials and other already-published material featuring Presenter in its social media for the purposes of promoting the Conference.

10. **Promotional support of Conference by Presenter.** Presenter agrees to use their best efforts to notify their following and community of their appearance at the Conference using whatever social media, newsletters, etc. that Presenter typically uses.

11. **Promotion of causes, charity or businesses requires approval.** Presenter will not promote any product, service, program, sponsor, charity, business, or other enterprise during the Presentation or in the Presentation Materials without advance written approval of MAPS as MAPS does not endorse businesses, commercial products, political issues and candidates. Neither MAPS nor Presenter shall cast Presenter's involvement in the Conference as endorsing or promoting particular products, services, sponsors, political action, or campaigns. Whenever possible and with exception of typical sponsor recognition materials, MAPS shall not place Presenter next to commercial or political logos, slogans, advertisements, products, or other materials that imply Presenter or MAPS promotes or endorses a commercial brand or product or political message. Presenter agrees to provide MAPS with copies of any advertising or promotional materials created by Presenter prior to their use. MAPS shall have the right to disapprove any or all such materials.

12. **Attendee communication.** MAPS and its production contractor(s) do not forward emails, announcements, or other solicitations to its audience on behalf of Presenters. In order to ensure consistent customer service experience, MAPS and its production contractor(s) alone will coordinate with attendees for registration, support, and general communications.

13. **Reimbursements and payments. MAPS typically does not offer reimbursement or payment to presenters. If MAPS does agree to reimbursement or payment, as specified and limited by Exhibits A and B,** MAPS agrees to send reimbursement to Presenter for actual, documented transportation expenses up to the agreed stipend limit, and any agreed upon honorarium, within thirty business days of receipt of documentation and after the Conference's official close. Reimbursement and payment requests and receipts should be submitted via the reimbursement web-based form provided by the conference. Note timely payment is subject to provision of correct and complete documentation, within agreed upon limits. Incomplete documentation or requests beyond what was agreed to may produce delays in response.

14. **Payment method**. For Presenters with North American bank accounts, ACH, Wire, Bill Pay or a third party ACH provider (i.e. Bill.com) is the most expedient way for reimbursements and payments to be issued. For Presenters outside of North America, international wire transfers will be used. Due to issues with security, fraud alerts, etc. Paypal, Venmo, etc. are not available as a reimbursement method. Cash is not available as a reimbursement method.

15. **Cancellation.** If Presenter cancels or fails to deliver the Presentation as described for any reason, Presenter agrees to forfeit any fee or travel reimbursement payments, and to refund to MAPS any previous payments/reimbursements received within ten business days of cancellation or failure to deliver the Presentations. If MAPS cancels Presenter's Presentation, for reasons other than Presenter's breach of this Agreement, Presenter shall retain any consideration already received, and MAPS shall pay Presenter for any unpaid reimbursement requests received before the cancellation.

16. **Exclusivity window.** To ensure that the Conference remains the focus of the Denver region and meets its 2022 attendance goals:

    a. Presenter agrees to not perform or participate in any public or ticketed live event, seminar, conference, class, workshop, or similar related to psychedelics in or within 500 miles of Denver from April 15, 2023 1 - August 15, 2023 without written agreement of MAPS.

    b. Presenter shall notify MAPS prior to booking confirmation of any pre-existing conflicts to discuss, and notify MAPS promptly of new requests for approval.

    MAPS will typically grant permission for Presenter's participation in non-MAPS produced events hosted by partner organizations (e.g., fundraisers, conference afterparties) during the Conference time period. But Presenter must seek MAPS' approval in advance.

17. **Decorum and safe space.** MAPS requires all Presenters and Conference participants to abide by MAPS' safer space policy, which is designed to create a supportive, nondiscriminatory, and professional learning environment for all. MAPS and its production contractor(s) reserve the right to update this policy from time-to-time without notice.

18. **MAPS' reputation**. MAPS may cancel this Agreement and rescind Presenter's invitation to participate in the Conference if MAPS determines, in its sole discretion, that Presenter, or any organization to which Presenter is associated: (i) discredits MAPS or tarnishes its reputation and goodwill; (ii) promotes false or misleading information; (iii) violates the rights of others; (iv) violates any law, regulation, or public policy; or (v) mischaracterizes the relationship between MAPS and Presenter.

19. **Scientific and medical compliance**. Any Presentation that includes scientific or medical topics must be of scholarly quality and consistent with the conventions and practices of evidence-based science. Presenter may not promote, commercialize or market any drug, medical products or treatments in violation of any applicable law or regulation. Presenter shall not make any statements or take any actions that could be interpreted as medical advice, therapy or treatment.

20. **Declaration of conflicts of interest.** In the interest of intellectual transparency and integrity, MAPS requires all Presenters to provide a summary of relevant potential conflicts of interest which will be made available to conference attendees. Presenter will provide MAPS with a summary of relevant conflicts of interest no later the date specified in Exhibit A. Potential conflicts of interests that Presenter must disclose include when Presenter: (i) does significant business with, or serves as a director, trustee, officer, employee or holder of more than 10% of ownership interests of a company doing business in the field of psychedelic studies ("Psychedelic Company"); (ii) is affiliated, either through employment or volunteer activities, with a Psychedelic Company: (iii) has any other formal affiliation or financial interest in a Psychedelic Company; or (iv) expects direct financial gain from a Psychedelic Company related to Presenter's involvement with the Conference. Financial interests include, but are not limited to the following: compensation from employment, promotion, free gifts, honoraria speaker fees, stock/business ownership and such compensation to immediate family members. MAPS may promulgate additional policies for the Conference regarding conflicts of interest and other subjects to which Presenter must adhere. MAPS reserves the right to update its policies from time to time.

21. **Intellectual Property Rights.** Presenter represents that it owns or has permission to use the entire contents of its Presentation and Presentation Materials, and that it has the authority to grant the licenses described below.

    a. Presenter shall retain all of its right, title and interest in the Presentation and Presentation Materials including all copyrights, trademarks, inventions, rights to publicity, and other intellectual property rights associated with the Presentation and Presentation Materials.

    b. Presenter grants MAPS a limited, nonexclusive, worldwide, perpetual, irrevocable, royalty-free license to record still or moving photographs, video, audio of and from Presentation and Presentation Materials in any media ("MAPS Recordings"). Presenter grants MAPS a limited, nonexclusive, worldwide, perpetual, irrevocable, royalty-free and assignable license to copy, distribute, publicly display, transmit, and perform, digitally and otherwise, in any and all media, now known or hereafter discovered, the MAPS Recordings in connection with the Conference and other projects and activities promoting MAPS' mission.

    c. Without permission from Presenter, MAPS shall not materially modify, alter, distort, or animate the MAPS Recordings, except that MAPS may: i) use the MAPS Recordings as buttons or graphic elements on its websites or in its digital communications; ii) crop or edit the MAPS Recordings to conform to MAPS requirements for permitted distribution and display purposes; iii) perform color corrections necessary to make permitted copies true to the original; and iv) combine the MAPS Recordings with other recordings in, for example but without

limitation, a single page or collection of pages that depict the Conference and/or other MAPS programs or activities.

d. MAPS may not sell or otherwise obtain financial gain from the MAPS Recordings if used on a standalone basis and separate from the Conference as a whole without express permission from Presenter in a separate written agreement. Presenter may not sell or otherwise obtain financial gain from any distribution, display or performance of any recording of the Presentation in any media without express permission from MAPS in a separate written agreement.

e. Presenter agrees not to use, exploit or otherwise associate itself with the name "MAPS" or any of MAPS logos, trademarks, trade dress, inventions, copyrights, rights to publicity, or other intellectual property except in connection with Presenter's Presentation and Presentation Materials. Presenter agrees not to use any of MAPS' logos, trademarks, trade dress, images, copyrights, rights to publicity, inventions, or other intellectual property in any advertisements or solicitations for business, or in any political actions or election campaign.

22. **Independent contractor; no employee benefits.** In performing the Services under this Agreement, Presenter shall act as an independent contractor respect to MAPS and not as its employee. Presenter agrees never to assert or claim that Presenter was or is an employee of MAPS at any point during or after the Term, including, but not limited to, any claim seeking wages, employee benefits, unemployment compensation benefits, or workers' compensation benefits based upon Presenter's relationship with MAPS. Presenter specifically acknowledges and agrees that because Presenter is an independent contractor and not an employee, Presenter shall not seek, and shall have no right to receive, unemployment compensation benefits based upon the termination of this Agreement or the relationship between MAPS and Presenter. Presenter also knowingly and voluntarily waives any claim against MAPS for any benefits provided to MAPS' current or former employees during any period in which Presenter is determined to be a common law employee or some other designation other than an independent contractor. Presenter shall comply, at Presenter's own expense, with all applicable provisions of all applicable laws and regulations relating to terms and conditions required to be fulfilled by independent contractors, including, but not limited to, all applicable tax laws and regulations.

23. **Indemnity**. Presenter shall indemnify and defend MAPS and its production contractor(s) and hold them harmless from and against any and all liability, claims, losses, damages and expenses (including costs and reasonable attorney's fees) arising, directly or indirectly, from Presenter's breach of this Agreement or any intentional wrongful acts or negligence in relation to Presenter's performance of this Agreement.

24. Scheduling. The Conference reserves the right to make adjustments to accommodate necessary format and schedule changes.

25. **Integrated agreement.** This Agreement supersedes all prior oral or written agreements, discussions, negotiations, understandings, and proposals regarding the subject matter of the Agreement. In entering into this Agreement, neither Presenter nor MAPS has relied upon or is relying upon any oral or written statement, promise, or representation made by the other party, or by any employee, agent, or representative of the other party, except those expressly set forth in this Agreement. No part of this Agreement shall be considered to have been modified or waived unless the modification or waiver is agreed to in writing and signed by Presenter and an authorized officer of MAPS.

26. **Jurisdiction and Venue.** This Agreement shall be governed by and construed and enforced in accordance the laws of the State of California without regard to the conflicts of law rules thereof. Presenter hereby agrees to consent to exclusive personal jurisdiction of the state and federal courts located within the State of California for purposes of interpreting and enforcing this Agreement and waives any objection that Presenter might have to personal jurisdiction or venue in such courts. Each party shall bear its own costs and attorney fees incurred in connection with any such disputes. The prevailing party in any dispute shall be entitled to recover its reasonable costs and attorney's fees from the non-prevailing party.

27. **Severability**. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all other terms, conditions, and provisions of this Agreement shall remain in full force and effect and not in any way affected, impaired, or invalidated.

28. **Construction**. No part of this Agreement shall be strictly construed against either party. The subject headings in this Agreement shall not affect its meaning and have been added solely for convenience. The failure by MAPS to complain of any acts or omissions by Presenter or to declare Presenter in breach of this Agreement shall not constitute a waiver by MAPS of any of its rights hereunder.

29. **Assignment**. This Agreement is for the personal services of Presenter and may not be assigned by Presenter, nor shall it be assignable by operation of law. MAPS may assign this Agreement to any of its affiliates or successors.

30. **Execution**. This Agreement may be executed in counterparts, which shall be deemed to be part of one original, and facsimile or PDF signatures shall be equivalent to original signatures.

Presenter has carefully read all parts of this Agreement and fully understands their meaning. Presenter understands that this Agreement is legally binding, and affirms that Presenter is entering into it voluntarily. In witness thereof, I hereby set my hand.

[redacted]

On Behalf of MAPS' Psychedelic Science 2023 Senior Director of Content Momentum Events, Official production partner of MAPS.org [redacted]	*Presenter* [redacted]

Exhibit A: Summary of arrangements & deadlines

Summary of arrangements	
Event(s)	*Psychedelic Science 2023*
Presenter(s)	[redacted]
Pronouns	[redacted]
Travel stipend	[redacted]
Lodging requirements	[redacted]
Presenter special needs	[redacted]
Presenter mobile phone ** Required*	[redacted]

Note: Travel and lodging reimbursement described below is limited by conditions specified in Exhibit B.

[redacted]

Summary of Important Deadlines	
Within three (3) days of receipt	Signature of this Agreement. Complete Presenter Onboarding Form which includes update initial name, title, photo, presentation, abstract. (May be modified until print deadline.)
May 10, 2023	Confirm lodging and travel
May 19, 2023	Final Slides are submitted, content is not accepted after this date and onsite.
Day prior to presentation	Arrival in Denver unless locally based.
Morning of presentation, 7am	Text message check-in with Speaker Manager.
2 hours prior to presentation	Arrival at venue, registration at Speaker Desk, escort to Green Room, check in with Speaker Manager.
July 15, 2023	Final deadline for travel receipts for any reimbursement.

EXHIBIT B: Travel & Lodging Policies

Travel and lodging reimbursement only covers up to the amount specified in Exhibit A, the presenter term sheet for travel, lodging, and other support.

1. **Transportation.** In most cases, presenters will cover their own transportation unless otherwise agreed upon with MAPS in writing. MAPS may reimburse Presenter for actual, reasonable, and documented transportation expenses, up to the stated limit in Exhibit A, including:
    a. Air or rail transportation to/from Denver in coach class including luggage
    b. Ground transportation via transit to/from origin, Denver airports, Denver lodging, and conference venues
    c. MAPS will **not** make reimbursements for the following, unless agreed in writing in advance:
        - Upgrades for air/rail transportation above the coach class
        - Car rental
        - Parking
        - Black car, taxi, ride share, limousine, or helicopter services, unless it is the only viable way to reach an airport in origin city (e.g., origin city with no public transit)
        - Food, drink, entertainment, or per diems
        - Transportation of any individual besides Presenter(s)
        - Transportation for personal interests, not related to the Conference

2. **Lodging.** In most cases, MAPS will ensure that Presenter has lodging at a hotel room (or other mutually agreeable lodging) for the night prior to and the night(s) of the presentation dates, unless otherwise confirmed in advance in writing. In these cases, MAPS will provide a link or code that will allow the Presenters to book arrangements themselves without expense. **This booking must be complete by May 1, or is forfeited.** MAPS will confirm all lodging arrangements 60 days in advance of the event. In no circumstances will MAPS pay for ancillary charges or damage to premises incurred by Presenter. Presenter will supply credit card deposit at hotel for incidentals.

Exhibit C: Psychedelic Science 2023 Covid-19 Rider

Last updated December 5, 2022.

1. The Conference will be produced in accordance with requirements and best practices for safety, as dictated by the federal, state, and local health authorities, and the requirements of our venues.

2. These measures may include requiring proof of vaccination, negative testing, or recent recovery; limitations of capacity and density.

3. Presenter agrees to abide by any such safety measures required for participation in the live event.

4. Presenters recognize that a public health may re-emerge, and that these requirements may change on short notice.

5. MAPS anticipates only hosting live, in-person presentations and does not anticipate allowing any Presenters to present virtually or via video. If an exception to this policy is granted and MAPS approves a virtual presentation, the terms will be determined by MAPS and supplied to Presenter with reasonable notice.