

CONTRIBUTOR LICENSING AGREEMENT

This CONTRIBUTOR LICENSING AGREEMENT (the “Agreement”), is entered into on the ___ day of _____, 2020, by and between Chacruna Institute for Psychedelic Plant Medicines, a California nonprofit corporation (“Chacruna”), and [CONTRIBUTOR], (“Contributor,” and together with Chacruna, each a “Party” and collectively, the “Parties”).

Recitals

A. Chacruna operates its website, Chacruna.net (the “Website”) and publishes informational and educational materials in many different forms and media including print and web-based applications;

B. Contributor wants to provide Chacruna with written materials to publish on the Website and other forms of media in accordance with the terms of this Agreement.

Terms

NOW THEREFORE, the Parties agree as follows:

1. Writing Services; Exclusivity.

(a) Contributor shall to prepare an article of at least _____ words on the topic of _____ (the “Work”). Contributor shall submit its Work to Chacruna for editing within _____ [days/weeks] of this Agreement.

(b) Chacruna shall have the right to revise and adjust any and all content of the Work as necessary prior to publication. Chacruna may translate the Work into foreign languages as it deems necessary. Chacruna is under no obligation to use or publish the Work on its Website or any other media unless it is satisfied with the content of the Work. Chacruna may publish and distribute the Work on its Website or other form of media in Chacruna’s sole discretion. Chacruna may publish the Work as a standalone work or with a collection of works in Chacruna’s sole discretion.

(c) Contributor has no claim to any royalty payments from Chacruna as a result of Chacruna’s use of the Work.

(d) Except as otherwise provided for herein, Contributor grants Chacruna the exclusive, worldwide, irrevocable right to publish and make reproductions of the Work as Chacruna deems necessary on the Website and any other form of media.

(e) Chacruna may terminate this Agreement any time prior to the delivery of the Work by Contributor without further obligations. If Chacruna decides not to publish the Work on the Website or another form of media, this Agreement shall automatically terminate. Chacruna shall return the Work to Contributor including any and all rights therein, and neither Party shall have any continuing rights or obligations under this Agreement, except for those rights and obligations surviving termination in Section 7.

(f) In return for Contributor's provision of the Work in accordance with this Agreement, Chacruna shall provide Contributor with the following services as it relates to the Work only:

- (i) Proofreading services;
- (ii) Feedback concerning the content and quality;
- (iii) Designer image created specifically and uniquely for the Work;
- (iv) Social media marketing on Chacruna's Twitter, Facebook, Instagram, and LinkedIn accounts;
- (v) Publication in Chacruna's newsletter; and
- (vi) Any other recognition Chacruna may elect to provide including but not limited to Chacruna's stamp of approval and speaking engagements.

2. Republication Rights. Contributor shall abide by Chacruna's republication guidelines, attached hereto as **Exhibit A**. Contributor may republish certain aspects of the Work on websites and other media not owned or operated by Chacruna in a manner consistent with these guidelines. Contributor shall not allow any third-party to republish the Work in violation of these guidelines without the express written consent of Chacruna.

3. Copyright. Contributor shall retain copyright to the Work and Chacruna has sole discretion to take any appropriate measures to register, secure, or protect the copyright in the Contributor's name.

4. Indemnification. Contributor shall indemnify, defend and hold Chacruna and its owners, officers, employees, contractors, agents, attorneys, and affiliates harmless from and against any and all claims, liabilities, damages, causes of action, expenses, or similar matters which are brought against Chacruna, including consequential or incidental damages suffered by Chacruna arising out of Contributor's breach of this Agreement or any terms,

conditions, representations, or warranties contained herein, including reasonable attorneys' fees, costs and expenses incurred by Chacruna arising from Contributor's breach or Chacruna's defense thereof.

5. Representations and Warranties of Contributor. Contributor hereby represents and warrants that the following is true and correct:

- (a) Contributor has the authority and capacity to enter into this Agreement;
- (b) This Agreement does not conflict with any other agreement to which Contributor is a party;
- (c) The Work is wholly original and the Parties' obligations under this Agreement do not violate or infringe upon the copyright or other rights of any third party.

Contributor expressly releases and indemnifies Chacruna, its board members, officers, agents, assigns, employees, and successors from and against any and all claims, liabilities, demands, actions, causes of action, cost and expenses brought by a third-party in connection with the Work or this Agreement resulting from a breach of Contributor's above representations and warranties or Contributor's obligation contained herein.

6. Protection of Confidential Information. "Confidential Information" includes all information not generally known to the public, in spoken, printed, electronic, or any other form or medium, relating directly or indirectly to the subject matter of the Work, the Contributor, or Chacruna's operations, and the terms of this Agreement.

- (a) Confidential Information does not include the following:
 - (i) Information which at the time of disclosure had been previously published or was otherwise publicly available through no fault of recipient and through no breach of this Agreement;
 - (ii) Information which becomes public knowledge after disclosure unless such knowledge or disclosure results from a breach of this Agreement;

(iii) Information which was already in the recipient's possession prior to the time of disclosure as evidenced by written records kept in the ordinary course of business or by proof of actual use;

(iv) Information that is independently developed or ascertained by a Party without use of the Confidential Information, as demonstrated by written documentation; and

(v) Information which is required to be disclosed by law, court order, regulatory agency, stock market or government regulation.

(b) Both Parties shall protect all Confidential Information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party") under this Agreement from unauthorized disclosure to other parties. Receiving Party shall not disclose Disclosing Party's Confidential Information to any third-party without the prior written permission of Disclosing Party.

(c) All obligations under this Section 7 will survive termination or expiration of this Agreement for any reason for a period of three years.

7. Miscellaneous.

(a) Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the Work and contains the sole and entire agreement between the Parties with respect to the Work.

(b) Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver will be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving the term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, will be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law, are cumulative and not alternative.

(c) Succession and Assignment. This Agreement is binding upon and will inure to the benefit of the Parties and their successors and assigns. Neither Party may assign this Agreement or any of its rights, interests, or obligations hereunder.

(d) Headings. The headings used in this Agreement have been inserted

for convenience of reference only and do not modify, define, or limit any of its terms or provisions.

(e) Governing Law. This Agreement is governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to any conflict or choice of law provision that would result in imposition of another state's law.

(f) Attorneys' Fees. If a Party brings an action to enforce the provisions of this Agreement, the substantially prevailing Party will be entitled to recover its reasonable attorneys' fees and expenses incurred in such action from the non-prevailing Party.

(g) Amendments. The Parties may amend any provision of this Agreement only by a written instrument signed by both Parties.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each Party as of the date first above written.

CHACRUNA

By: _____
Name: Beatriz Labate
Title: Executive Director

CONTRIBUTOR

By: _____
Name: _____

Dear Contributor,

chacruna.net

Many thanks for getting in touch and for your interest in our work.

We are an entirely volunteer effort and we do our best to improve our SEO and increase visibility of our platform.

We have a mission to disseminate knowledge about this subject and because of that, we are careful about how our material gets out there.

Because of the way search engines work, we have had to design a re-publishing protocol which may seem at odds with the aforementioned mission, but if you dive into the technical details of the reasons why, you will see that it is exactly the opposite of that.

This is our re-publishing protocol:

1. You MAY republish the first paragraph and hyperlink to the original.
2. You MAY make a summary, review or comment and hyperlink to the original.
3. You MAY NOT republish in full.

If you do 1 or 2, please send us the link so we stay on the loop.

Item 3 prevents harm to each article's SEO.

I hope this answers your question and I hope you don't like us less because of these rules!

All the best,
The Chacruna Team