

# Speaker Agreement

This Speaker Agreement (hereinafter shall be referred as the "**Agreement**"), has been signed by and between the following Parties on \_\_\_\_\_ ;

\_\_\_\_\_ (the "**Speaker**") whose registered address is

and

\_\_\_\_\_ (the "**Event Organizer**") whose registered address is

**WHEREAS**, Event Organizer wishes to engage Speaker to speak at the event that will defined below (the "**Event**");

**WHEREAS**, the Speaker accepts the invitation of the Event Organizer under the terms of the agreement specified below;

**NOW**, therefore, for and in consideration of the foregoing premises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereby agree as follows:

## I. Event Description

The Speaker accepts the engagement for a talk that he/she shall share or contribution his/her knowledge in relation to the Event:

**Name of Event:**

**Description:**

**Venue:**

**Date of Event:**

**Expected Number of Attendees:**

## II. Compensation and Other Financial Issues

Under this Agreement, the total compensation that shall be paid to the Speaker is

\_\_\_\_\_. An initial payment of \_\_\_\_\_ shall be made at the date of signing of this Agreement and due balance shall be paid at the date of the Event. All payments will be made by \_\_\_\_\_.

The Event Organizer will book and pay for single room accommodation at a hotel near the venue for one (1) night. The Event Organizer will reimburse the Speaker for transportation expenses. Other expenses will be borne by the Speaker.

## III. Rights and Obligations of the Speaker

- The Speaker agrees to meet all program-related deadlines provided to him/her by the Event Organizer, including but not limited to deadlines for slides, handouts, etc.
- The Speaker shall promote the Event and his/her session through the social networks (LinkedIn, personal website, Twitter) with a link to the Event webpage.
- A software copy of the Speaker's presentation shall be sent to the Event Organizer at least \_\_\_\_\_ days before the Event for technical controls.
- To the best of Speaker's knowledge, their presentation does not violate any proprietary or personal rights of others (including, but not limited to, any copyright, trademark, or privacy rights), is factually accurate, and contains nothing defamatory or otherwise unlawful or inappropriate.
- The Speaker warrants that the presentation, handouts, and related materials are either the Speaker's own original work or available for use without permission because they are in a public domain.
- The Speaker agrees to use the presentation and handout templates and logos provided to him/her by Event Organizer for any presentations and/or handouts Speaker may utilize in connection with the program.

## IV. Rights and Obligations of the Event Organizer

- No speech shall be recorded, reproduced, or transmitted from the place of speech, in any manner or by any means whatsoever, unless there is a specific written amendment to this Agreement, initiated by the Speaker, relating to and permitting such recording, reproduction, or transmission. The Event Organizer will make a reasonable effort to prevent individuals from doing so.
- Details and manner of speech are under the control of the Speaker. However, the Event Organizer has the right to direct the Speaker to discontinue any activity constituting violation of Event Organizer's policy, as well as any federal, state, or local laws.
- Event Organizer prohibits discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status or any other characteristic protected by law.

## V. Cancellation

Either party may cancel this Agreement without obligation to the other if cancellation notice is received in written form at least 30 days before appearance date.

The Speaker agrees to notify Event Organizer's program managers immediately in the event that an emergency should prevent him/her from meeting his/her obligation as a speaker. Any substitution of a new speaker shall require Event Organizer's written consent.

## VI. Intellectual Property Rights

Speaker shall own the copyright in all materials provided for, or created by Speaker at the Event except for materials specifically created solely for Event Organizer's use or materials incorporating Event Organizer's intellectual property. To the extent the Speaker provides their intellectual property to Event Organizer for use in the Event, Speaker grants Event Organizer a nonexclusive, worldwide, royalty free license to use, reproduce, and distribute the intellectual property in connection with the Event.

Speaker has obtained all necessary licenses and permissions for any third party intellectual property including, but not limited to, music, video or other media shown as part of the Speaker's presentation.

## VII. Independent Contractors

The Speaker, its officers, agents and employees (if applicable), in the performance of this Agreement shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the Event Organizer.

The Speaker agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the Event Organizer. As such, the parties will each be responsible for their own acts of negligence as determined by law.

## VIII. Non-Exclusivity

Event Organizer does not hold exclusive engagement with the Speaker. Speakers may choose to engage with any other business activities that are not directly in competition with the Event Organizer that may lead to failure in rendering the agreement herein.

## IX. Force Majeure

None of the parties shall be liable to the other party for any delay or failure to perform arising out of causes beyond its reasonable control, including, but not limited to, government authority, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes or strikes.

## X. Notifications

Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party at the address specified in the first page of this Agreement.

## XI. Confidential Information

The Speaker shall disclose his or her professional qualifications to the Event Organizer for the purpose of introduction to the participants and for published materials.

The Event Organizer shall not disclose or share information about the Speaker other than what has been allowed to the Event Organizer to disclose.

## **XII. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

In all disputes that may arise due to the implementation of this Agreement, peaceful settlement methods shall be applied first.

**EVENT ORGANIZER**

**SPEAKER**



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