This AGREEMENT is made between **{XYZ association}** and {**speaker name, title and company**} on this day, **{date}**

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| --- | --- |
| **Speaker Contact Information** | |
| This is the contact information currently on file for you. Please make additions or corrections below.  **{XYZ association}** reserves the right to promote the Speaker’s session in various media channels (program, website, etc.) for event and session promotion, archival purposes, etc. Speaker grants **{XYZ association}** the right to use their name, voice, photograph and biography, in connection with the presentation and any other materials for purposes of promoting the program. | |
| Name  (to be published): | {Enter Speaker name} |
| Title: | {Enter Speaker title} |
| Organisation: | {Enter Speaker company} |
| Contact Phone: | {Enter Speaker phone number} |
| Email: | [{](mailto:belinda@smsonline.net.au)Enter speaker email address} |

1. **Engagement** – Speaker will present the following educational session(s) at **{XYZ conference}**, being held **{conference date}** (“Program”) in **{conference venue, including address}**.

**Session Details:** The following outlines the session(s) Speaker will be presenting. To request any changes or edits, please notify **{conference manager’s/ or contact person name, and association}** as soon as possible. **{XYZ association}** reserves the right to edit the information below at any time, and will discuss changes with the Speaker in a timely fashion.

|  |  |
| --- | --- |
| **Session Day, Date:** | {Enter date} |
| **Session Start Time:** | {Enter start time of speaking slot |
| **Session End Time:** | {Enter finish time of speaking slot} |
| **Session Location:** | {Enter conference location, and room speaking in} |
| **Session Title:** | {Enter published session title} |
| **Session Description:** | {Enter published session description} |
| **Speaker Bio:** | {Enter published Speaker bio} |

1. **Compensation** – The following outlines the total compensation by **{XYZ association}** for services to be rendered by Speaker, under this Agreement:
   1. **Honorarium:** {enter, inclusions and the like any payment or not}
   2. **Registration Benefit:** *Due to {XYZ association} partnership with, {speaker’s name} will receive a 50% discount registration for the conference (this includes both days and full social programme). You will be automatically registered. - Example only*
   3. **Additional Benefits:** {None}
   4. **Travel:** Speaker is responsible for all travel expenses.. / The conference will pay for xyz travel expenses
   5. **Hotel Accommodations:** Speaker is responsible for all housing expenses. / The conference will pay for accommodation housing expenses
   6. **Incidental Expenses:** Speaker is responsible for all incidental expenses.
2. **Performance** - Speaker will present the session set forth in the Agreement and shall:
   1. Agree that Speaker is acting as an independent contractor and is solely responsible for any and all, central & local taxes and fees imposed in connection with Speaker’s services;
   2. Acquire third party permissions as needed for materials submitted;
   3. Agree that none of the material contained in the presentation will violate or infringe upon the proprietary or statutory rights of any person or entity, including but not limited to copyright, trademark, patent or intellectual property rights. Speaker agrees that the presentation material does not constitute an invasion of anyone’s right to privacy; and will not libel, slander or defame anyone in making the presentation.
   4. Agree that presentation and materials will not include any form of promotion of Speaker, Speaker’s organisation, Speaker’s products/services in any way and will exclude Speaker’s marketing materials, order forms, book promotion, etc.;
   5. Abide by all deadline dates outlined in the Key Deadlines, Deliverables and Activities, including submission of presentation by {date required}. - See speaker deadline summary. (received)
3. **Recording and Distribution of Educational Sessions, including Convening Leader’s Hybrid Meeting** - As part of **{XYZ association}** continuing education program, sessions may be recorded and made available to participants, members and other industry professionals in various formats (including, but not limited to, audio, video, live streaming, archived sessions, etc.).
4. **Statements** - **{XYZ association}** believes in the following philosophies and requests that each Speaker consider and abide by the statements below to the best of their ability.
   1. **{XYZ association}** is dedicated to the principles of inclusion.
   2. **{XYZ association}** takes a firm stand on ethics and operates in accordance with the highest ethical standard of professional and personal conduct.

1. **Term** - This Agreement is in effect until cancelled by either party as set forth in the Agreement; or until the Speaker has completed the delivery of the session(s)
2. **Cancellation -**
   1. Cancellation by **{XYZ association}**: **{XYZ association}** reserves the right to cancel any session, change the day/date/time, duration or location of any session at any time. Should the need for a change arise, **{XYZ association}** will discuss the situation with Speaker as soon as possible. **{XYZ association}** reserves the right to cancel this Agreement and replace Speaker if any portion of Agreement is not fulfilled by Speaker.
   2. Cancellation by Speaker: Speaker agrees to provide twenty-one (21) days written notice of cancellation prior to their first scheduled session and assist **{XYZ association}** in securing an alternate speaker. **{XYZ association}** shall not be liable for any honorarium, expenses, costs, or damages incurred by Speaker.

1. **Failure to Perform** - If Speaker fails or refuses to perform the obligations under this Agreement, all expenses incurred by **{XYZ association}** as a result of the non-performance, including but not limited to attorney fees, shall be paid by Speaker to **{XYZ association}**.
2. **Mutual Hold Harmless Clause** - Each party shall defend any third party claim against the other party arising from the death of or physical injury to any person or damage to the indemnified party’s property or other breach of this contract to the extent proximately caused by the negligence of the indemnifying party or its agents or employees, and indemnify and hold harmless the other party and its respective officers, directors, employees and volunteers from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.
3. **Governing Law** – This Agreement shall be governed by, and be construed in accordance with, the internal laws of New Zealand, without giving effect to any choice or conflict of law provision.
4. **Modification of Agreement -** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
5. **Review Addendums -**

* Speaker deadline summary **{conference name}**
* Technical specs for presentations **{conference name}**
* Audience demographics **{conference name}**

Speaker’s initials on each page and signature below indicate they agree to and abide by the terms of this Agreement.

Signed: Date:

**{Speaker name and title}**

Signed: Date:

**{your name and title}**

Please return signed contract via email no later than **{date required return to you}** to:

**{your Signature details}**