

IEEE Speaker Agreement

This Agreement is made and entered into by and between The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”), a New York not-for-profit corporation with offices at 445 Hoes Lane, Piscataway, New Jersey 08855-1331 and Lynn Conway, an individual 18 years of age or older, (“Speaker”).

Speaker and IEEE agree as follows:

I. Event Specific Details

1. Speaker shall participate in an individual presentation to be held at the South by Southwest (SXSW) festival in Austin, TX. Session date and timing will be released in January but it will fall between 9-16 March 2018 (**the “Event”**).
2. In preparation, the Speaker agrees to:
 - a. meet all program-related deadlines provided to him/her by IEEE, including but not limited to deadlines for slides, handouts, A/V requests, etc.;
 - b. participate in **two** rehearsal/prep session at mutually convenient times to be arranged;
 - c. promote his/her session through the Speaker’s social networks (Facebook, Twitter, LinkedIn, personal and company websites, etc.); (Social media language with short links and hashtags will be provided to Speaker by the session coordinator prior to the event)
 - d. use the presentation and handout templates and logos provided to him/her by IEEE for any presentations and/or handouts Speaker may utilize in connection with the program. Speaker agrees to only use the templates and logos as provided by IEEE and in accordance with its branding guidelines and not in any way except in connection with this or other IEEE programs;
 - e. participate in the required green room call, which will be scheduled one hour prior to the session start time.
3. IEEE will provide special access to the Speaker to networking opportunities, VIP dinners, social events and other VIP-level offerings available at the event. It is requested that the Speaker participate in the IEEE party on Sunday, 11 March, if available.

II. General Terms and Conditions

1. With respect to the Speaker's participation in the Event:

- a. Speaker shall own the copyright in all materials provided for, or created by Speaker at the Event except for materials specifically created solely for IEEE's use or materials incorporating IEEE's intellectual property. To the extent the Speaker provides their intellectual property to IEEE for use in the Event, Speaker grants IEEE a nonexclusive, worldwide, royalty free license to use, reproduce, and distribute the intellectual property in connection with the Event;
- b. Speaker grants IEEE and its agents, licensees, members, and employees a royalty-free, perpetual license to publish, reproduce or otherwise use the Speaker's name, picture, likeness, comments, voice for any lawful purpose in all media in connection with the Event;
- c. Speaker is knowingly and voluntarily taking part in the activities for which their image is being captured and understands the associated requirements;
- d. Speaker releases and waives any and all claims, damages, losses and expenses as a result of, or arising from, their participation;
- e. 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;
- f. 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;
- g. Speaker shall conduct themselves in a professional and civil manner and in accordance with the IEEE Code of Ethics;
<https://www.ieee.org/about/corporate/governance/p7-8.html>
- h. Speaker agrees that no portion of the resulting media created at the Event, containing Speaker's name, biographical information, quotes, photographs, or recorded interviews needs to be submitted for any approval.

III. Non-Discrimination

IEEE 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. IEEE expects that the Speaker shall maintain an environment free of discrimination, including harassment, bullying, or retaliation when and where ever those individuals are conducting

IEEE business or participating in IEEE events or activities.

IV. Indemnification

1. Speaker shall indemnify, release, defend, and hold harmless IEEE , its directors, officers and employees from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third party claim, action, or proceeding, based directly or indirectly on any breach of Speaker's warranties contained herein or arising from or relating to Speaker's performance under this Agreement.

2. IEEE shall indemnify, release, defend, and hold harmless the Speaker from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third party claim, action, or proceeding, based directly or indirectly on any breach of IEEE's warranties contained herein or arising from or relating to IEEE's performance under this Agreement.

V. Compensation and Expenses

1. IEEE will issue a travel stipend of \$2000 to the Speaker, unless otherwise noted.

VI. Cancellation and Force Majeure

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

2. 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.

VII. Signature

1. The Speaker understands that his/her invitation to participate can be revoked at IEEE's sole discretion if the Speaker fails to comply with any of the above obligations.

2. Speaker acknowledges that they have read and understand this document and what it means with respect to their participation. Speaker warrants, represents, and agrees that they have the full power and authority to enter into this agreement; and has obtained all necessary permissions or licenses from any necessary individuals or organizations prior to the Speaker's presentation.

SPEAKER

Signature: Lynn Conway

Name: Lynn Conway

Title: Prof. of EECS, Emerita

Date: Jan. 15, 2018

**THE INSTITUTE OF ELECTRICAL AND
ELECTRONICS ENGINEERS,
INCORPORATED**

Signature: _____

Name: Marie Hunter

Title: Senior Director, IEEE Meetings,
Conferences & Events

Date: _____