



RISK DOCTOR SPEAKER AGREEMENT

This agreement is made on the ... day of 20.. between

- (A) Dr David Hillson whose registered office is at 3 Lower Heyshott, Petersfield, Hampshire GU31 4PZ, UK (the '**Speaker**'), and
- (B) [CLIENT], whose registered office is [CLIENT ADDRESS] (the '**Client**')

1. DEFINITIONS

'**Services**' shall mean provision by the Speaker of a professional presentation on a risk-related topic, as defined in Appendix A to this Agreement.

'**Event**' shall mean the event at which the Speaker is engaged to deliver the Services for the Client.

'**Material**' shall mean the concepts, ideas, presentation materials, handouts, tools, techniques, or any other deliverable expressed in tangible form, delivered by the Speaker to the Client in performance of the Services.

'**Speaker Fee**' shall mean the agreed fee to be paid by the Client to the Speaker for provision of the Services, as defined in Appendix A to this Agreement.

'**Expenses**' shall mean reasonable agreed travel and subsistence expenses incurred by the Speaker in performance of the Services, to be paid by directly the Client or reimbursed by the Client to the Speaker at cost, supported by receipts where possible.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 All Material owned by the Speaker prior to commencement of the Services shall remain the property of the Speaker. All Material owned by the Client prior to commencement of the Services shall remain the property of the Client. Where Material is developed by the Speaker specifically for the Client in performance of the Services, all copyright and title shall be vested in the Speaker.

3. SCOPE OF SERVICES

3.1 The Client shall be responsible for defining the scope of the Services to be performed, and for communicating this scope to the Speaker. The Speaker shall be responsible for resolving any lack of clarity or consistency in the scope of the Services, by discussion with the Client.

4. COMMUNICATION, OFFER AND ACCEPTANCE

4.1 Any offer or acceptance shall be communicated in writing or by email between the Client and the Speaker. The Client shall issue a relevant Purchase Order or Letter of Intent or other form of contract, in writing or by email. The Speaker will reply in writing or by email to confirm acceptance of the Services. All other communications concerning dates and anticipated Services shall be deemed to be provisional and subject to confirmation.

5. CONSIDERATION

5.1 The Client shall pay the Speaker Fee to the Speaker in full, including VAT where applicable, on signature of this Agreement by all parties. An invoice for the Speaker Fee, including VAT where applicable, will be submitted to the Client on receipt of this Agreement duly authorised on behalf of the Client. Invoice payment terms are strictly thirty (30) days from the invoice date. Final acceptance of the Agreement shall be conditional on such payment.

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5.2 Where possible, Expenses will be billed direct to the Client and paid directly. Alternatively, the Client will reimburse Expenses to the Speaker upon performance in full by the Speaker of the Services. The Speaker will issue an invoice for Expenses with supporting receipts to the Client as soon as possible after the Event. Invoice payment terms are strictly thirty (30) days from the invoice date.

5.3 The following items are included in Expenses:

- Travel:
 - For UK events within 100-mile radius of London: Return car mileage at 50p per mile, or return second-class rail travel.
 - For non-UK events or UK events not within 100 miles of London: Return business class airfare from London Heathrow airport or London Gatwick airport.
 - For all events: Taxi fares as required between the Speaker's office, airports, hotels, event venue, the Client's offices.
- Accommodation:
 - Single room accommodation at business-class hotel for one night preceding the Event, and the night after the Event, as required.
 - If the Event is taking place in a hotel or conference centre, speaker accommodation at the same venue is preferred where possible.
- Subsistence:
 - Meals as required on the day of the Event, at normal business standard.
- Any expense items not specified above are expressly excluded from reimbursement (including but not limited to tips, room service, phone calls, laundry, dry cleaning, in-room movies, entertainment, and limousines).

6. PUBLICITY

6.1 The Speaker authorises the Client to use his name, photograph, and biographical and topic information in connection with the promotion of any aspect of the Event. Such promotion shall be supported by the Speaker who will prepare appropriate written and/or video material to be distributed to potential Event attendees by the Client.

6.2 The Client similarly authorises the Speaker to use their name and event details in connection with promotion of the Event.

7. PRESENTATION ISSUES

7.1 The Speaker warrants that the presentation and related Material to be used in performance of the Services are factually accurate and contain no libellous or otherwise unlawful content. The Speaker further warrants that such materials are either:

- The Speaker's own original work or,
- Available for use without permission because they are in the public domain, or
- When materials utilised in the presentation are not the Speaker's own original work or in the public domain, they are either
 - Presented with the permission of the originator/owner of the material, or
 - Believed to be within the "fair use" exemption of copyright law which includes use for purposes of criticism, news reporting, commentary, teaching, and research.

7.2 A Windows laptop will be required for delivery of the Services at the Event, and the Speaker and the Client will agree in advance whether this will be provided by the Speaker or by the Client.

7.2.1 If the Speaker provides the presentation laptop, presentation materials will be pre-loaded. The Client shall also make a separate laptop available at the Event as a back-up in case compatibility or other technical issues prevent use of the Speaker's laptop.

7.2.2 Where the presentation laptop is provided by Client, it shall be preloaded with MS PowerPoint (97-2003 version or later). The Speaker will provide presentation material on a USB flash drive, to be copied to the presentation laptop and deleted immediately following the Event.

7.3 Presentation material is the copyright of the Speaker. Copies of presentation material may be distributed to event delegates after the Event, either in hard copy or electronic format (pdf), or made available to delegates online.

7.4 No recording, audio or video, may be made without the prior written permission of the Speaker. Where such a recording is made, a complimentary copy will be provided by the Client to the Speaker, to be used freely by the Speaker at his discretion.

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7.5 No live broadcast, webcast, or online link of the presentation will be permitted without the express prior permission of the Speaker.

7.6 The Speaker will arrive at the Event before the break in proceedings immediately prior to his speaking slot, for sound and other set-up checks. The Speaker will endeavour to arrive earlier where possible.

7.7 The Speaker will provide a short biographical and topic overview, to be used by the meeting chairman to introduce the Speaker.

8. PERFORMANCE AND LIABILITY

8.1 The Speaker shall perform the Services with the degree of care and diligence normally expected of a professional person in the relevant type of Services.

8.2 If the Speaker attends the Event and, due to event schedule conflicts or at the request of the Client, does not speak, or speaks for a shorter period than planned, then full payment will still be due.

8.3 The Speaker's obligation for performance shall not be assignable to third parties without prior permission of the Client.

8.4 If, for any reason, the Speaker is unable to attend the Event, the Speaker will promptly notify the Client to arrange a mutually agreeable change of date and/or a substitute Speaker. Any benefits, deposits, and/or advance reimbursements under this Agreement shall be transferred to the substitute Speaker, if any. If a change of date or substitute Speaker cannot be mutually agreed upon, the Client and the Speaker agree that this Agreement is cancelled and that the Speaker shall refund any deposits and/or advance reimbursements received from the Client.

8.5 If, for any reason, the Event is cancelled by the Client, the following provisions will apply:

8.5.1 If the Event is cancelled more than one calendar month before the due date, the full value of any Speaker Fee received will be reimbursed to the Client by the Speaker.

8.5.2 If the Event is cancelled between one week and one month in advance of the due date, fifty percent (50%) of the Speaker Fee will be reimbursed to the Client by the Speaker.

8.5.3 If the Event is cancelled within one week of the due date, no reimbursement of the Speaker Fee will be made to the Client by the Speaker.

8.5.4 In any case of cancellation, where previously agreed Expenses have been incurred by the Speaker before the Event, these shall be borne by the Client, and the Speaker shall have the right to claim for such Expenses, supported by receipts where possible.

8.6 Notwithstanding any other provision in the Agreement, in no event shall the Speaker be liable to the Client for any incidental, special, indirect or consequential loss or damage of whatever nature, including but not limited to loss of use and/or loss of profits and/or loss of contract and/or loss or spoiling of data, howsoever caused, and whether occurring in contract, tort, negligence or otherwise.

9. FORCE MAJEURE

9.1 If the Client or the Speaker is unable to fulfil the terms of this Agreement due to circumstances outside the reasonable control of either party (including but not limited to an act of God, illness or physical disability of Speaker, acts or regulations of public authorities, labour difficulties, civil tumult, strike, epidemic, flood, fire, interruption or delay of transportation, or any other cause beyond the control of the parties), the Client and the Speaker mutually agree that all parties shall be released from any and all liability or damages hereunder.

10. TERMS OF PAYMENT

10.1 Payment of the Speaker Fee and Expenses shall be made against invoices properly submitted quoting the appropriate Purchase Order or Letter of Intent or other form of contract. Invoice payment terms shall be strictly within thirty (30) days of the date of the invoice.

11. CONFIDENTIALITY

11.1 Neither party shall use or divulge or communicate to any person (other than those whose province it is to know the same or as permitted or contemplated by this Agreement or with the written authority of the other party or as may be required by law):

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11.1.1 Any confidential information concerning business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the other party which may come to the first party's knowledge during the continuance of this Agreement; or

11.1.2 Any of the terms of this Agreement.

11.2 Each party shall (i) prevent the unauthorised publication or disclosure of any such information or documents and (ii) ensure that any person to whom such information or documents are disclosed by such party is aware that the same is confidential to the other party.

11.3 Each party shall ensure that its employees are aware of and comply with the confidentiality and non-disclosure provisions contained in this clause.

11.4 The provisions of this Clause shall survive the termination of this Agreement but the restrictions contained in sub-clause (1) shall cease to apply to any information which may come into the public domain otherwise than through unauthorised disclosure by the receiving party or its employees.

12. LEGAL RELATIONSHIPS

12.1 The relationship of the parties is that of seller and buyer and nothing in this Agreement shall render the Speaker a partner, employee or agent of the Client. The Speaker is an independent contractor supplying Services in his own name and at his own risk.

13. GENERAL

13.1 This Agreement and any Purchase Order or Letter of Intent or other form of contract issued pursuant thereto constitutes the entire understanding between the parties concerning the subject matter of this Agreement and shall be governed by and construed in accordance with the laws of England. No waiver or amendment of any provision of this Agreement shall be effective unless made by a written instrument signed by both parties. Each provision of this Agreement shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect. The parties submit to the exclusive jurisdiction of the English Courts.

EXECUTED under hand in two originals the day and year first before written

SIGNED for and on behalf of

Speaker

Client

Name: Dr David Hillson

Name:

Position:

Signature:

Signature:

Date:

Date:

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APPENDIX A DESCRIPTION OF SERVICES

1. **Presentation and Event details.** The Speaker agrees to prepare and present the following presentation at the following event:

- Presentation title: ...
- Type of presentation (Keynote, Convention, Annual Conference, Public Forum, Workshop, Seminar, Company Meeting, Other)
- Presentation time/duration: ...

- Event name: ...
- Event location: ...
- Event date: ...
- Anticipated number of delegates: ...

2. **Speaker fee.** The agreed Speaker Fee for this presentation is: GBP ... (plus VAT where applicable)

3. **Speaker contact details.** The Speaker confirms the following contact details:

- Name: Dr David Hillson
- Address: Risk Doctor Surgery, 3 Lower Heyshott, Petersfield, Hampshire GU31 4PZ, UK
- Email: David@risk-doctor.com
- Mobile phone: +44(0)7717.665222

4. **Client contact details.** The Client confirms the following contact details:

- Event chairman name: ...
- Event chairman email: ...
- Event chairman mobile phone: ...

- On-site contact person name: ...
- On-site contact person mobile phone: ...

5. **Invoicing details.** The Client confirms the following invoicing details:

- Company name: ...
- Invoice address: ...
- Purchase Order Number (where applicable): ...
- VAT Number (where applicable): ...
- Authorised representative name and contact details: ...

6. **Venue details.** The Client agrees to provide the following venue set-up and equipment:

- Seating will be Classroom, Open "U", Cinema, Cabaret style. Boardroom style is not suitable.
- Podium will not be required
- Microphone: wireless lapel (preferred) or wireless hand-held
- Windows laptop: to be provided by Speaker/Client.
- Data projector: to be provided by Speaker/Client
- Remote control for slide advance: to be provided by Speaker/Client
- Projection screen, to be positioned for full visibility by all delegates

7. **Recording.** The Speaker gives permission for the following recording of the presentation:

- Audio: YES/NO
- Video: YES/NO