

This agreement is made on [INSERT DATE] by and between The Project Management Institute®, Rochester, NY Chapter (hereafter “PMI Rochester”), an instrumentality of New York State located at 1200A Scottsville Road, Rochester, NY 14624 and, [INSERT SPEAKER NAME] (hereafter “the Speaker”), an independent contractor at [INSERT SPEAKER MAILING ADDRESS]. The Speaker agrees to render service of the following nature in accordance with the following terms and conditions.

1. PLACE OF PRESENTATION: [INSERT EVENT LOCATION]

2. TYPE OF PRESENTATION (*choose 1 option*):

- ☐ In person
- ☐ Virtual
- ☐ Hybrid (In Person & Virtual)

3. DATE AND TIME OF PRESENTATION: [ENTER DAY & DATE OF PRESENTATION], [ENTER TIME OF PRESENTATION]

4. NATURE OF PRESENTATION: [ENTER BRIEF DESCRIPTION OF PRESENTATION]

5. COMPENSATION (*choose 1 option*):

- ☐ Speaker Fee
[ENTER \$ AMOUNT]
- ☐ Charitable Contribution
[ENTER ORGANIZATION NAME, ADDRESS & TIN#]
- ☐ No Speaker Fee

6. TRAVEL COSTS (Choose 1 option):

- ☐ Travel costs to be compensated to include [ITEMIZE TRAVEL COSTS].
- ☐ Travel costs will not be compensated.

7. TIME AND MANNER OF PAYMENT: The Speaker is required to provide an invoice to the PMI Rochester Event Coordinator within 5 days of the event.

Select preferred payment method:

- ☐ Mail check (5-10 business days from submission of invoice)
- ☐ Pay day of event via check
- ☐ ACH (Finance team will reach out for routing and account number)

8. THE SPEAKER'S SERVICES:

- A. The Speaker shall render the presentation, as described herein as an independent contractor, and the Speaker shall have no obligation with regard to such presentation, as a result of this Agreement or otherwise, to anyone other than PMI Rochester.
- B. If the Speaker cannot deliver the presentation because of, but not limited to, not being allowed into the United States, sickness, travel cancellations due to weather or event cancellations, the Speaker will not be held liable for any costs or damages of PMI Rochester.

9. PMI ROCHESTER'S SERVICES (Choose 1 option):

- ☐ **IN PERSON:** PMI Rochester shall furnish facilities at its own expense to be used as the presentation site on the date(s) and at the time(s) for the presentation as described herein. Such facilities shall be appropriately heated and lighted and in good condition.

Also, PMI Rochester will include, as requested (choose all that apply):

- ☐ Projector
 - ☐ Screen
 - ☐ Microphone
 - ☐ Other
- ☐ **VIRTUAL:** PMI Rochester will provide virtual platform meeting information to include an audio and video login URL. **Note:** The Speaker should notify PMI Rochester 24-48 hours in advance of the presentation if technical assistance or guidance is needed with the virtual presentation platform. Assistance and instruction can be provided.
- ☐ **HYBRID:** PMI Rochester shall furnish facilities at its own expense to be used as the presentation site on the date(s) and at the time(s) for the presentation as described herein. Such facilities shall be appropriately heated and lighted and in good condition.

Will the Speaker be in person or remote (choose 1 option)?

- ☐ In Person
- ☐ Remote

Also, PMI Rochester will include, as requested (choose all that apply):

- ☐ Projector
- ☐ Screen
- ☐ Microphone
- ☐ Other

In addition PMI Rochester will provide virtual platform meeting information to include an audio and video login URL. **Note:** The Speaker should notify PMI Rochester 24-48 hours in advance of the presentation if technical assistance or guidance is needed with the virtual presentation platform. Assistance and instruction can be provided.

10. USE OF CONTENT OF PRESENTATION (choose 1 option):

- ☐ The Speaker agrees to grant permission for PMI Rochester's use in the following ways (choose 1 option).
 - ☐ Distribute electronically handouts to be provided by the Speaker to registered/confirmed attendees.
 - ☐ Record the presentation (audio and video/slides).
 - ☐ Record the presentation (audio only).
 - ☐ Post recording of presentation on a secure members-only website for later viewing.
 - ☐ Post handouts as provided by the Speaker on a secure members-only website.
- ☐ The Speaker does not grant permission for PMI Rochester's use of their intellectual property in ways described above.

11. FAILURE OF PRESENTATION: In the event that the Speaker fails to appear or perform pursuant to the terms of this Agreement the Speaker shall be responsible for payment of all damages, costs and expenses incurred by PMI Rochester by reason of such failure to appear. Notwithstanding the foregoing, PMI Rochester shall not be responsible for payment as set forth above if the Speaker fails to appear as provided in Paragraph 3 of this Agreement due to causes beyond the control of the Speaker, such as the medical disability of the Speaker or because of an act of God outside of the Speaker's control.

12. MISCELLANEOUS:

- No waiver by either party of any break by the other party of any term, covenant or condition of this Agreement shall be deemed a waiver of any other break of the same or any other term, covenant or condition of this or any other agreement.
- This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New York.

13. ADDITIONAL INFORMATION: Additional information to be provided from the Speaker within 10 days of a signed contract include (choose all that apply):

- ☐ Information to be used for advertising by the Chapter - website, social media, email, etc.)
 - ☐ Presentation Title and Brief Description
 - ☐ The Speaker Biography
 - ☐ The Speaker Headshot Photo
- ☐ The Speaker introduction to be read right before the presentation, one minute in length
- ☐ Valid mailing address
- ☐ W-9 (Finance will reach out with secure request link through Quick-books with Valid email address)

IN WITNESS THEREOF, this Agreement has been executed by the undersigned on the day and year first written above.

[SPEAKER SIGNATURE]

[SPEAKER CONTACT INFO ... name, address, email,
phone]

Date

[BOARD MEMBER - TITLE]

PMI Rochester Chapter
1200A Scottsville Road, Rochester, NY 14624

Date

[2ND BOARD MEMBER - TITLE] - ONLY IF SPEAKER FEE
IS >\$5,000

PMI Rochester Chapter
1200A Scottsville Road, Rochester, NY 14624

Date



PMI Rochester Speaker Contract