IRA Council Leadership Academy

Between:
(Speaker)

and

The International Reading Association (IRA)

This Agreement ("Agreement") is entered into as of ________ ("Effective Date") between the International Reading Association ("IRA") and ("Speaker") for the purpose of conducting a speaking engagement at an IRA event as set forth in the Agreement.

General Purpose

(Speaker) will develop content on behalf of IRA for a _____ hour speaking engagement during the ______ of the event for approximately 100 teachers, teacher-leaders, reading specialists, and administrators ( ), which will be held (date, time, location). IRA will disseminate information about the event through various IRA communication channels, as deemed appropriate by IRA.

Agreement

NOW, THEREFORE, in consideration of the foregoing promises, the mutual terms, covenants and conditions, hereinafter provided and other good and consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, IRA and (Speaker) agree as follows:

1. Program and Content
   a. Content: (Speaker) will develop, produce and or secure all content for this speaking engagement including but not limited to handouts, etc. IRA shall have the right to approve all such content and materials before they are finalized and disseminated.
   b. Content Development Costs: (Speaker) will be responsible for all costs and expenses associated with the development of the Content, unless otherwise agreed to by IRA, upon its prior written approval.

2. Compensation
   a. (Speaker) Compensation:
      (i) As full and complete consideration for services to be rendered by (Speaker) under this Agreement, including developing the speaking content and materials and presenting the content, IRA shall pay (Speaker) a sum total of ______. This payment is also inclusive of any travel expenses incurred by (Speaker). The Payment for services will be made on__________, after the completion of the engagement.
3. **Warrants and Representations**

   a. **Content**: (Speaker) warrants and represents that all content and materials developed and/or provided by (Speaker) or his agents or representatives, including but not limited to handouts, graphics, media, writings and other related materials do not infringe or violate any copyright, trademark, patent or intellectual property rights of any person or entity, are factually accurate, contain no libelous or otherwise unlawful material, and do not promote or endorse any product, service or device which may or is at the time of the IRA sponsored event not approved by any governing agency.

   b. **IRA Materials**: (Speaker) warrants and represents that such IRA presentation-related materials are either: (Speaker’s) own original work or, available for use without permission because they are in a public domain, or when materials utilized in the presentation are not (Speaker’s) own original work or in a public domain, they are presented with the prior written permission of the originator/owner of the material.

   c. **Granting of Rights**: (Speaker) hereby grants permission to IRA to photo copy, reproduce, post on IRA website, broadcast, and/or distribute IRA presentation materials including handouts and any related materials without additional compensation to (Speaker).

   d. **Photography of the Event**: (Speaker) hereby consents to being photographed at the IRA event. By consenting to such photography, (Speaker) consents and grants to IRA his permission to IRA and those acting on its behalf to reproduce the photographs, in whole or in part, or in any and all forms as may be chosen, and distribute, broadcast or otherwise use the photographs, in whole or part, in any manner IRA may find appropriate, retaining all proceeds derived from such use without additional compensation to (Speaker).

   e. **Non-exclusivity**: (Speaker) understands that permissions granted to IRA under this Agreement do not prohibit (Speaker) from using the presentation including handouts or other materials utilized in the IRA event in (Speaker’s) professional or personal work.

4. **Performance**

   a. **Date and Times of IRA Event**: (Speaker) and his agents will abide by the dates and time of presentation as set forth in the Agreement or otherwise modified by IRA upon reasonable notice to (Speaker).

   b. **Presentation**: (Speaker) and his agents will present in a professional manner, and shall not denigrate or disparage, defame, slander, libel or disparage IRA, its officers, directors, employees, representatives, members, attendees or any person, entity, firm or corporation in any manner during the IRA event or in any IRA event-related materials. IRA will provide (Speaker) with a lapel microphone and podium for his presentation.

   c. **IRA Event Evaluation**: If evaluations of the event are conducted by IRA, IRA will provide evaluation summaries upon request to (Speaker).

5. **Independent Contractor Relationship**

   (Speaker) and his agents are for purposes of this Agreement acting at all times as independent contractors. As such, (Speaker) on behalf of himself and his agents acknowledges that each of them shall be solely responsible for worker’s compensation, federal, state and payroll taxes, unemployment taxes and other assessments, taxes and liabilities which may arise as a result of
receiving compensation for his/her role in conjunction with the IRA event. (Speaker) and his agents are not an employees, servants, agents, partners or joint-venture of IRA at any time contemplated by this Agreement, and shall not represent their opinions to be that of IRA. (Speaker) at all times shall state that (Speaker) and his agents’ opinions are their own and NOT those of IRA and that if any media or other materials are used they shall so reflect.

6. **Indemnification**

(Speaker) shall indemnify, defend and hold harmless IRA, its officers, directors, employees, and agents, and each of them, from and against any loss, damage, settlement, recovery, judgment, expenses and costs (including reasonable attorneys’ fees) resulting from: (i) any claims or demands against the IRA by any third party for injury to persons, and damage to and loss of property that are caused by or related to (Speaker’s) negligence, recklessness or willful misconduct in the performance of its duties and obligations under this Agreement; or (ii) any claims or demands against IRA by a third party that products or services furnished hereunder and used within the scope of this Agreement infringes any patent, copyright, trademark or other rights of the third party, including any breach or alleged breach of any of (Speaker’s) representations, warranties, or agreements contained herein, except those arising from the sole negligence or willful misconduct of IRA.

7. **Compliance with Applicable Laws**

(Speaker) and his agents and representatives who will be providing services or products for the IRA event will perform in compliance with all applicable rules and regulations of the venue where the IRA event will be held, all regulatory bodies and with all laws, ordinances, orders, rules and regulations of all local, state, federal and all other jurisdictions having authority over the performance hereof.

8. **Force Majeure**

a. **Force Majeure:** This Agreement will terminate without liability to either party if substantial performance of either party’s obligations is prevented, or impracticable by an unforeseeable cause beyond that party’s reasonable control. Notwithstanding the forgoing, in the event it is necessary for IRA to terminate performance pursuant to this Section after the IRA event has already begun and (Speaker) has provided a portion of his services, then IRA agrees to pay (Speaker) and the agents, on a pro rata basis, for the services provided prior to the effective date of termination.

b. **Conditioned on Hotel Availability:** (Speaker) acknowledges and agrees that IRA’s performance of and obligations under this Agreement for the IRA event are contingent upon the continued availability of the Hotel facility to fully meet the IRA event’s conference requirements. Upon written notice to (Speaker), IRA, at its option, may terminate performance under this Agreement for the IRA event without liability, if due to circumstances beyond IRA’s reasonable control the hotel facility where the event is to be held becomes unavailable for IRA’s intended usage. However, if IRA, at its option, is able to secure an acceptable alternative venue for the event over the original dates, the parties agree that each party will continue to perform its obligations and duties as set forth herein for the relocated event.

9. **Law and Venue**

This Agreement shall be governed by and construed in accordance with (PA until re-incorporation takes place...) law without giving effect to its rules regarding choice or conflicts of law provisions. In the event litigation is necessary to enforce this Agreement, venue shall be proper in any court of competent jurisdiction located ? (Philadelphia?), to the exclusion of all others. Notwithstanding any to
the contrary in this Agreement, neither party shall be liable to the other party for any consequential, punitive or special damages, even if advised of the possibility of such damages.

10. Severability and Waiver.

The provisions of this Agreement are severable, and, in the event that any provisions are determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions. The failure of either party to enforce its rights hereunder shall not be deemed to constitute as a continuing a waiver of that or any other right or as a waiver of any subsequent breach of this Agreement on the part of the other party.

11. Name and Logo

(Speaker) agrees not to use the name of IRA or its trademarks, service marks or logos for any promotional or commercial purpose or any other purpose without the prior written consent of IRA.

12. Schedules and Exhibits

All attached schedules, addenda and exhibits annexed to this Agreement are an integral part of this Agreement and are expressly made a part of this Agreement as though completely set forth in it. All references to this Agreement shall be deemed to refer to and include this Agreement and all such schedules and exhibits. Should any inconsistency exist or arise between a provision of this Agreement and a provision of any exhibit, schedule, or other incorporated writing, the provision of this Agreement will prevail.

13. Notices

Any notice required or permitted hereunder shall be in writing and deemed duly given either (i) when delivered in person to the recipient named as below, (ii) upon a party’s fax confirmation of receipt of delivery by certified mail to intended recipient, or (iii) three business days after being sent via U.S. Mail, certified, return receipt requested, postage prepaid, to the parties at their address shown on the signature page. Any party may change its address for receiving notice by providing notice to the other party in the manner set forth herein.
14. Assignment

Neither this Agreement nor any rights or obligations described in this Agreement may be assigned by (Speaker) without the prior written consent of IRA. Any assignment or purported assignment by the (Speaker) in violation of this Section shall be null and void.

15. Entire Agreement

This Agreement constitutes the full and complete agreement of the Parties with respect to the subject matter hereof, and supersedes all prior written and oral understandings or agreements between the parties relating to the subject matter hereof. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended nor will they be construed to modify, define, limit or expand the intent of the Parties as expressed in this contract. Termination of this Agreement should not affect or modify the obligations of the Parties under this Agreement which by their terms are to survive the termination of this Agreement. This Agreement may only be amended modified or supplemented upon written agreement signed by both parties.

Agreed to by:

(Speaker): ________________________________
Title: ________________________________
Date: ________________________________

IRA: ________________________________
Title: ________________________________
Date: ________________________________