**Speaker Agreement Instructions and Template**

The Speaker Agreement Template has been created to use for your ENA state council or chapter conferences or meetings. The agreement outlines the details of the parties, engagement, indemnity clause, etc. that are needed when engaging a speaker for your event.

**Instructions**

Step 1: Replace the ENA logo with your state or chapter ENA logo

Step 2: Insert your state or chapter name where indicated (in red)

Step 3: Indicate the meeting information

Step 4: Customize as needed to suit the needs of your meeting

[SPEAKER AGREEMENT TEMPLATE]

**SPEAKER AGREEMENT**

**[insert conference name]**

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| --- |
| Speaker: |
| Presentation Title: |
| Conference Name: |
| Location: |
| Date: |

The [State/Chapter] Emergency Nurses Association (ENA) is pleased that you have agreed to present the session titled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at [conference name] (Conference). [State/Chapter] ENA will notify you of the specific date and time of your Presentation as soon as the schedule is finalized. This Speaker Agreement (Agreement) outlines our understanding with respect to your agreement to participate in the Conference and deliver your Presentation. [State/Chapter] ENA is relying on your participation as a speaker at the Conference. You agree that you will make every effort to participate in the Conference, deliver your Presentation on the date and time specified by [State/Chapter] ENA in writing and submit all requested paperwork in accordance with [State/Chapter] ENA’s guidelines and schedules.

If you are unable (for any reason) to deliver your Presentation at the Conference at the scheduled date and time, you will provide written notice to [State/Chapter] ENA as soon as reasonably practicable but in any circumstance no less than one (1) week prior to the scheduled date of your Presentation. Should you be unable to deliver your Presentation, you will be responsible for all direct expenses incurred by [State/Chapter] ENA with respect to your participation in the Conference and shall be obligated to return the full amount of any prepaid honorarium to [State/Chapter] ENA. [State/Chapter] ENA reserves the right to cancel your Presentation or the Conference with written notice to you as soon as reasonably practicable. If your Presentation or the Conference is cancelled, [State/Chapter] ENA shall not be liable for any expenses, costs or damages incurred by you in connection with such cancellation.

You hereby represent and warrant that (i) the content of the Presentation and Handouts is Current and evidence-based to the best of your knowledge; (ii) the Presentation and Handouts are your own original work (with the exception of excerpts of copyrighted material included with the written permission of the copyright owner) and will not infringe on any personal or property rights of any other person or organization; (iii) the Presentation will be educational in nature and will not include a sales pitch for any product or service; and (iv) the Presentation and Handouts do not contain any materials which are slanderous or disparage the products or services of any person or organization. If the Presentation or Handouts contain excerpts from works owned by any third-party, you hereby represent and warrant that you have obtained all rights, authorizations and permissions from the copyright owner to license the rights granted herein, and have properly credited the sources in the Presentation and/or Handouts. You will provide to [State/Chapter] ENA copies of your Presentation and any Handouts in advance of the Conference. [State/Chapter] ENA reserves the right to approve all such materials.

You hereby grant to [State/Chapter] ENA, and its agents, vendors, assigns and contractors, a non-exclusive, unrestricted, irrevocable, royalty-free, sublicensable and transferable license to record, photograph, display, broadcast, excerpt, reproduce or reprint in any form and in any language (including in any medium, both now known or later developed), including, without limitation, in written, audio, audiovisual, digital or electronic (including but not limited to Web-based) format, the Presentation (including, without limitation, you and your likeness) and any slides or handout materials that you have prepared in connection therewith (“Handouts”), including, without limitation, the rights to distribute, sell, and sub-license the Presentation and Handouts individually or as part of a compilation and to freely modify and make derivative works therefrom. You acknowledge that [State/Chapter] ENA undertakes no obligation to hold the Conference, your Presentation or to record, broadcast or otherwise publish the Presentation or Handouts.

You hereby indemnify and hold [State/Chapter] ENA harmless from and against any and all claims, expenses (including reasonable attorneys' fees), and liability whatsoever arising, directly or indirectly, out of a breach of the foregoing representations and warranties or your actions or inaction at, or participation in, the Conference.

If you agree that the foregoing conforms to our entire understanding with respect to your participation in the Conference, please sign below.

[State/Chapter] ENA thanks you for your agreement to participate in the Conference.

 Sincerely,

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [PRESIDENT NAME]

 [State/Chapter] Emergency Nurses Association

**Read, Accepted and Agreed:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Speaker signature – electronic signature is acceptable)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_