

Association 1

And

Association 2

Meeting Name Conference Agreement

THIS AGREEMENT is made this _____ day of _____, 201_, by and between **Association 1 (“#1”)** and the **Association 2 (“#2”)**.

RECITALS

WHEREAS, #1 and #2 each represent important sectors of the [] and [] membership and the communities they serve throughout the United States and abroad.

WHEREAS, the #1 and #2 recognize inherent benefits to both organizations, and to the membership as a whole to enter into a Conference Agreement for the joint marketing and provision of the Meeting Name Conference to be held _____ (collectively referred to as the “**Conference**”), based upon the following mutual understandings.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in consideration of the collaborative vision expressed in the letter of intent signed _____, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. The Conference. The parties will develop a model for the joint provision of the Conference with obligations and responsibilities for each party, a proposed Conference schedule and parameters for certain Conference expenditures outlined in greater detail in Exhibit A, attached hereto and made a part hereof.

2. #1 and the #2 Commitments to Conference.

a. The parties are committed to delivering the highest-quality conference to their constituencies.

b. All public relations and communications channels available to #1 and #2 will be assertively used to promote the Conference.

c. #1 and #2 view the Conference support obligation as a tangible responsibility that warrants direct allocation of human and financial resources.

d. #1 shall be the primary contracting party for all Conference contracts #2 has committed to sharing all expenses, financial exposure and liability associated with all contracts relating to the Conference even if the #2 is not a party to those contracts. Both parties agree that significant decisions regarding conference content, messaging or with significant budgetary impacts (amounts greater than \$1,000) will be reviewed and approved by both parties ahead of time. Email approvals will be sufficient.

e. Each party commits to the joint development of a conference milestone schedule, and to reviewing and approving in a timely fashion materials and events to ensure the seamless implementation of the Conference and to help ensure agreed upon timelines are met. Any modifications to the timeline should be clearly communicated, including the steps needed to continue overall Conference scheduling.

f. Each party shall be responsible for obtaining sponsors for the Conference; however, all sponsor relationships must go through #1's sponsor contract process. Any sponsors shall be mutually agreed upon by both parties prior to #1 entering into any binding arrangements with the potential sponsor. Any denial of a potential sponsor shall be based upon reasonable business concerns and shall be distributed in writing (email acceptable) to the other party. #1 will take the lead on logistical responsibilities for the sponsorships.

3. Revenue Sharing. The parties agree to split all profits or losses resulting from the Conference. The percentages for revenue sharing will be 50% to #1 and 50% to #2 based upon actual direct costs (including, but not limited to, marketing expenses (print, mailing costs), outside speaker fees, facility costs, equipment costs, etc.) and actual revenue (including, but not limited to registration fees and sponsorship fees) received as will be more fully set out in a budget which shall be agreed to by both parties and then become a part of this Agreement as Exhibit B. Each party agrees to be solely responsible for the expenses associated with the attendance of its own organization's employees.

4. Trademarks. Each party hereby grants the other a non exclusive, nontransferable license to use its name and other trademarks ("Marks"), as approved in advance by the owning party, solely in connection with the Conference pursuant to this Agreement. Each party shall retain sole ownership and rights to all of its own such Marks. Each party agrees that nothing in this Agreement or the license granted by this section shall give the other party any right, title or interest in a Mark other than the right to use the Mark in accordance with this Agreement, and each party agrees that it will do nothing inconsistent with such ownership, that it will not attack the title of the owner of the Marks or attack the validity of this license. Any use of the other party's marks may not diminish, tarnish or harm in any way the image, goodwill or reputation of the other party. Each party agrees to use the Marks only in the form and manner and with appropriate legends as prescribed from time to time by the party owning the Mark, and not to use any other trademark or service mark in combination with the Marks without prior written approval of the other party. Such licenses shall terminate upon termination of this Agreement for any reason.

5. Intellectual Property. Neither party shall have any rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right (“Intellectual Property Rights”) generated by the other Party prior to the Effective Date of this Agreement, nor shall either Party have any rights in any Intellectual Property Rights generated by the other Party at any time that are outside the scope of that Party’s responsibilities contemplated under this Agreement. The ownership of all Intellectual Property Rights with respect to any materials developed in connection with this Agreement and Conference shall be jointly owned by the Parties. The Parties shall each have the right to use such Intellectual Property Rights generated pursuant to this Agreement, whether written, physical, or intellectual in nature, without expectation for compensation to the other Party. The Parties agree to seek authorization for the use of the Intellectual Property, such authorization shall not be unreasonably withheld.

6. Term and Termination. The Initial Term of this Agreement shall be _____, (the date of the signed letter of intent between the parties) through the conclusion of all matters between the parties relating to the Conference.

7. Confidentiality. Each party at all times shall hold in confidence, and shall at no time advise or disclose to any person, except those having a specific need to know in performance of their work hereunder, the terms of this Agreement and any proprietary or confidential information disclosed under this Agreement. Neither party shall use such information for purposes other than as contemplated by this Agreement.

8. Severability. If any section of this Agreement, or any portion thereof, shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

9. Indemnification. The parties will indemnify one another against all costs for claims against the other with respect to any actions or inactions of the first party, its employees, agents, or representative in connection with this Agreement.

10. Insurance. Each party agrees to obtain and keep in effect during the Conference a commercial general liability insurance policy with a combined single limit for personal injury and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Each party will provide certificate(s) of insurance confirming such coverage to the other Party upon request. In the event outside contractors are utilized to provide any services for the Conference or invite exhibitors to the Conference, such persons will obtain the same types and amounts of insurance as required of each Party and the Parties will provide proof such insurance to the other Party before performing any work on the premises.

11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of City, State, without giving effect to its principles or rules of conflict of law to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

12. Assignment. Neither party may assign this Agreement nor any rights or duties contained herein, without the written consent of the other.

13. Headings. The headings of the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in interpretation of this instrument.

14. Miscellaneous. In the event of a dispute related to this Agreement, the matter will be submitted to the senior management of #1 and #2 for resolution. This Agreement, along with the Letter of Intent between the parties first evidencing their intent to jointly hold their conferences, contains the entire agreement between the parties. Each amendment to this Agreement shall be in writing and signed by both Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

Association 1

By: _____

Name: _____

Title: _____

Date: _____

Association 2

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Duties and Responsibilities

Activity	Responsibility	Point Person for Each Organization
HOTEL		
RFP		
Contract		
Site Selection Visit		
Meeting Room Assignments		
BEOs		
Staff/VIP Rooming List		
Pickup Reports		
Meeting Room Sets/Staging		
Conference Resume		
Receptions/On and Off Site		
SPONSORSHIP		
Sponsorship Fulfilment		
Sponsorship Sales		
Sales Reports		
REGISTRATION		
Registration/Workshop Set up		
Name badge creation		
Registration packets/assembly		
On-site Set up & Management		
Weekly Reports		
AUDIO VISUAL		
RFP		
Contracting		
Equipment needs		

SPEAKERS/PRESENTATIONS		
Call for Papers set up		
Keynote		
Breakout sessions		
Review proposals		
Session Scheduling		
Posters		
MARKETING		
Website set up		
Flyers		
Program Book		
Email		
Conference Design		
Evaluations		
MISCELLANEOUS		
Shipment		
Signage		
ACCOUNTING		
Deposits (hotel, AV, DMC, etc.)		
Hotel Invoice Reconciliation		
Processing Invoice Payments		
ATTENDEE COMMUNICATION		
Registration Reminder		
Housing Reminder		
Logistics Reminder		
Know Before you Go		
Onsite Email updates		
Post Event Survey		