

CONTRACT BETWEEN
IEEE Meeting & Conference Management (IEEE MCM)
And
2011 Pulsed Power Conference

DATE 15 January 2009

MEETING CONTACT: Randy Curry
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IEEE OU: Nuclear Plasma Sciences Society - NPS

Meeting Dates/Location: 17 – 23 June 2011
Chicago, IL

Est. # of Attendees: 500

Period of Performance Date of signature to 30 September 2011

Service Requested: Logistical Planning & Coordination (Advance & Onsite)
Exhibit Management (Advance & Onsite)
Financial Management

THIS CONTRACT is made this 15 January 2010 by and between The Institute of Electrical and Electronics Engineers Meeting & Conference Management, having its place of business at 445 Hoes Lane, Piscataway, NJ USA 08855 (hereinafter referred to as "IEEE MCM") and Randy Curry on behalf of the 2010 IEEE Pulsed Power Conference (hereinafter referred to as "Client"). Subject to IEEE Sponsoring Societies Policies and Procedures.

TERMS OF CONTRACT

The contract shall begin on date of signature (Commencement Date) and shall remain in effect through 30 September 2011 or until the work required is satisfactorily completed, which ever occurs first. Any extension beyond the Expiration date must be in writing and signed by both parties.

STATEMENT OF WORK

LOGISTICAL PLANNING AND COORDINATION

PRICING:

<i>PRE-PLANNING & COORDINATION</i>	<i>\$30,000 Flat Fee</i>
<i>ONSITE MANAGEMENT</i>	<i>\$900 per day plus Travel & Living Expenses per person</i>
<i>SITE VISITS/COMMITTEE MEETINGS</i>	<i>\$95 per hour plus Travel & Living Expenses</i>

IEEE MCM will work with volunteer leaders and designees to plan all aspects of the event. We will serve as the direct liaison with all vendors and venues, sales and management staff to communicate the needs of the group. Key details include:

- Initial consultation and introduction with committee to develop an agreed upon joint timeline incorporating key milestones based on conference needs
- Coordinate/attend steering committee meetings (as needed, either in person or via conference call)
- Consistent and timely communication with the committee and designees throughout the planning stages of the conference
- Manage and plan hotel/convention center space for all events
- Negotiate vendor contracts
- Negotiate any required amendments to the contract to be approved and signed by the committee and IEEE Procurement on a timely basis
- Arrange meeting rooms setups. Detail each room utilized by the conference with regards to set-up, A/V, sound and food & beverage
 - Arrange for and manage all food functions. Select menu in coordination with chair or designee
 - Arrange for and manage audio visual requirements
- Maintain close liaison with hotels as necessary to communicate changes in group requirements (e.g. guest room block, meeting space, food & beverage, network, social, upgrades, etc.)
- Serve as direct liaison for the committee, vendors and venues, minimizing the possibility of details being overlooked
- Work with general chair or designee on providing instructions for VIPs, complimentary room assignments, special event coordination, VIP seating, etc.
- Provide billing instructions and all other pre-conference pertinent information, as required by committee and coordinated with finance chair for payment
- Assist technical program chairs in determining meeting room requirements, speaker's prep room, and assigning rooms for technical sessions
- Order all necessary signage – contract vendor, design, oversee production and printing of signage including but not limited to breakout meetings, technical sessions, directions, social events, registration and banners
- Arrange for security personnel if necessary
- Arrange for onsite communication provisions, if necessary
- Arrange for shipping and storage
- Conduct pre-conference meeting with the chair and key conference volunteers

- Conduct pre-conference meetings with the hotel/convention center to confirm and review of conference in detail
- Ensure steering committee room (if applicable) arrangements including phones, two-way radios, computers (with DSL or equivalent), copiers, printers (networked to computers), during hours of operation
- Coordinate and manage a guest hospitality suite (if applicable). The steering committee will arrange for staffing of guest hospitality suite during hours of operation. Refreshments will be served as specified by the committee. Arrange additional services: computer with internet access for e-mail, phone and CVB hospitality desk
- Coordinate with the photographer and manage all requested photographs as directed by committee (if applicable)
- Work with the steering committee to develop a transportation plan (if applicable)
- Monitor expenses levels – report deviations or possible budget variances
- Provide status reports to the conference chair or designee leading up to the event
- IEEE MCM will provide an updated detailed report of the group's history, pick-up, and meeting room requirements and spend at the end of the event

On Site Logistical Management

IEEE MCM will work with volunteers to ensure that all operational tasks are completed during the event. Committee will provide a workforce of able volunteers for various activities.

IEEE MCM will meet with vendor and venue staffs, prior to the conference to confirm and review all final decisions and logistics. During the conference IEEE MCM will serve as the direct liaison with all vendor and venue, management and operations staffs to ensure the needs of the conference are met including:

- Monitor and provide guidance for volunteer run functions
- Monitor conference social and hospitality functions
- Monitor food & beverage functions. Keep an eye on levels of consumption, order more if necessary with concurrence of the chair or designee, and advise of possible budget variances. Food and beverage cost is to be minimized, but should not diminish attendee experience
- Set up and maintain committee operations room, if necessary
- Secure and Maintain storage space for signage, audio visual, and other conference materials not secured in Registration area
- Ensure adequate food and beverage in guest hospitality suite. Committee will arrange for staffing of guest hospitality suite during hours of operation
- Handle crisis and emergency management in conjunction with facility staff.
- Ensure all contract obligations are met by all parties
- Serve as direct liaison between committee and hotel/convention center staff/vendors
- Track shipping for all known deliveries
- Ensure correct signage placement
- Field requests and complaints of key volunteers
- Review final hotel room pick up report daily

- Review food & beverage invoices daily
- Monitor session area and other contracted space to ensure room arrangements, food & beverage and audio visual are being provided according to contract
- Meet with the hotel/convention center daily to review prior day's charges and next day's changes, including banquet event orders. Review and approve or deny as needed
- Reconcile and approve all invoices to ensure accuracy prior to submitting for payment
- Inspect meeting room layouts for set-up and audio visual before each session or meeting
- Monitor audio visual contractual performance
- Rent appropriate equipment for speaker prep room in coordination with the audio visual contractor

On site staffing requirements are based on: scheduled concurrent events occurring in multiple locations, the various needs for those events and the availability/willingness of either committee members or volunteers to oversee those events. While we recommend a trained staff member be assigned to each location where a major event or multiple small events are taking place, we have had (at the request of past Executive Committees to minimize expenses) committee members or volunteers fill in. The committee will have the final decision in that regard, IEEE MCM will assist you in making an appropriate decision.

Post Conference

Upon conclusion of the conference, IEEE MCM will work with volunteers to document key features of the conference including successes and lessons learned. Specifically:

- Compose a summary report of meeting for file and committee review
- Conduct post-conference meetings with executive committee and conference volunteers
- Conduct post-conference meetings with hotel/convention center
- Prepare a final financial report summarizing all budgets, actual costs, outstanding expenses, and budget variances

EXHIBIT MANAGEMENT

PRICING:

<i>EXHIBIT MANAGEMENT</i>	<i>10% of repeat booth sales</i>
	<i>15% of new booth sales (Any new booth sold by the committee will be counted as a repeat booth sale)</i>
<i>ONSITE MANAGEMENT</i>	<i>\$850 per day plus Travel & Living (Exhibit Manager)</i>

IEEE MCM will work with conference committee on Exhibit Advance Planning, Exhibit Space Sales, Exhibit Management and Exhibit Finances. We will serve as the direct liaison with all vendors and exhibitors:

- Work with the Exhibit Chair to develop a timeline and assist with budget development
- Work with facility and or Exhibit Decorator to determine space utilization for maximum sales and attendee flow
- Contract with drayage and exhibition decorating companies and arrange for the installation of booth equipment, aisle posts, division drapes, background columns, curtains and booth signs
- Create an exhibitors prospectus, which will include all necessary information for potential exhibitors such as conference & exhibit hall details, pricing information, deadline dates, value in exhibiting at the conference, rules and regulations, conference chair letter, etc
- Solicit prospective exhibitors using past exhibitor list (provided by client)
- Maintain exhibitor and financial records
- Provide updates to conference and/or exhibit chairs on the status of contracted booths, financials and sales
- Collect and process all exhibitor contracts and payments
- Work closely with committee when allocating booth locations
- Develop Exhibitor handout, which includes contracted exhibitors company name, company profile, contact information and booth locations
- Conduct pre-conference meeting with venue to finalize all arrangements regarding the exhibit hall
- Work with the committee and vendors to arrange for exhibit hall signage and placement
- Arrange for security personnel

On-Site Exhibit Management

- Oversee the exhibit floor (staff, vendors, etc)
- Oversee exhibit hall set-up
- Act as liaison between exhibitors, vendors, committee and staff as it relates to exhibit area
- Work with the exhibit decorator to ensure that all exhibitors set-up & tear down adhering to the conference scheduled hours
- Circulate on the exhibit floor during open hours to answer questions and resolve any potential issues
- Review final invoices and handle payments with conference chair's approval

Post Event Exhibit Management

- Review and send final invoices to conference for approval before submitting for payment
- Send out post show survey to all exhibitors (if applicable)
- Send final report to conference chair which

FINANCIAL MANAGEMENT

PRICING: *\$ 1,500 Flat Fee*

IEEE-MCM will provide the following financial management services:

- Provide guidance and assistance to Conference Treasurer.
- Prepare for signature, credit applications and applicable tax exemption forms.
- Review all invoices to ensure accuracy prior to payment.
- Submit payment for committee approved invoices.
- Maintain financial records of MCM activity.
- Collect & deposit all income.
- Provide monthly cumulative report (summary and transactions) of financial status to Conference Treasurer (MCM activity).
- Record retention for reconciliation and/or audit purposed.
- Submission of year end accruals to IEEE Conference Services (to meet IEEE obligations for conference not closed by the end of the year).
- Prepare the final financial report
 - Includes activity for all accounts
 - Treasurer/Conference Chair must approve final report before submission to Conference Services
- Administer closing aspects of conference
 - Distribution of surplus
 - Submission of Final Reports to Conference Services, IEEE Audit, Conference Committee
 - Completion of Conference Services Financial form
 - Guide committee on their responsibilities in Conference closing
 - Completion of financial forms/documents required by Conference Services
- Coordinate Audit (required for IEEE financially sponsored events with \$100k revenue or expenses)
 - Gather financial records (income & expense)
 - Submit Financial records to IEEE Audit
 - Respond to IEEE Audit inquiries
 - Monitor progress with IEEE Audit to confirm audit completion

LIMIT OF SERVICE

IEEE MCM represents that it will provide professional and timely service for the scope of service in this contract.

PERSONNEL ASSIGNMENT

IEEE MCM reserves the right to assign the appropriate number of personnel to perform the contracted services. The assigned personnel may be changed in writing in consultation with the Client.

CONFIDENTIALITY

Neither party shall, without the written permission of the other party, disclose confidential information to a third party. The operation of the clause shall survive the termination of this contract

FEES	
Logistics preplanning and coordination	\$30,000 flat fee
Onsite Manager	\$900 per day plus Travel & Living
Site Visits/Committee Meetings	\$95 per hour plus Travel & Living Expenses
Exhibit Management	10% of repeat booth sales (estimate \$10,000) 15% of new booth sales (Any new booth sold by the committee will be counted as repeat booth sale)
Onsite Exhibit Manager	\$850 per day plus Travel & Living
Financial Management	\$1,500 flat fee
Credit Card Fees	Approximately 3% per transaction Visa, MasterCard, Discover, Diners-2.5%; AMX = 4%

Above pricing reflects IEEE MCM 2009 rates and are not applicable to future meetings. The above rates were especially negotiated for the Conference and are strictly confidential. Disclosure of the above rates will void them.

BILLING AND PAYMENT FOR SERVICES

IEEE MCM will create a holding account upon the full execution of this contract. IEEE MCM will post to the holding account (as a debit) itemized bills for services rendered on a monthly basis. Monies collected for the conference are posted to the holding account as credits. An account statement will be issued at the end of the conference. If sufficient funds are not in the holding account when final invoice is issued, reimbursement is expected within 30 days of the receipt of the final account statement.

DISBURSEMENTS

IEEE MCM will be responsible for the in-office charges that are associated with daily business, such as; telephone calls, copies and faxes to and from committee, vendors, potential exhibitors, contributors and attendees.

IEEE MCM fees and complimentary extras relate only to the agreed upon services detailed above. All other direct expenses (i.e. credit card and wire transfer fees, printing, advertising, supplies, postage, shipping, transportation, equipment rental, decorator, security, on-site telephone charges and third party charges for equipment or services not provided by IEEE.) are to be paid by the conference

Client shall also be responsible for Staff Salary (\$90.00 per hour), plus Travel and Living Expenses for any meeting(s) that would require the Lead Conference Administrator or a designate to be present.

MCM staff will travel at the lowest available coach fare. Food and beverage expenses will not exceed \$100.00* per person, per day. (*Subject to change in accordance with IEEE per diem)

Such disbursements shall be direct expenses allowed for in the conference budget and approved by committee. IEEE MCM will supply the client with an itemized listing of all disbursements incurred.

ADDITIONAL SERVICES

Service functions added to the scope of the contract, other than what is outlined, may incur additional service fees based on the nature and time requirements of the task. Those tasks will be immediately brought to the attention of the chairman and fairly assessed and priced. All parties, in writing, will agree to price before work on that task can begin.

COMMISSION, PAYMENTS AND GRATUITIES

IEEE MCM will not receive commission, payments, gratuities or other considerations from any vendor with whom it contracts to implement the terms of this contract without obtaining the prior approval of Client.

CANCELLATION OF MEETING

In the event of cancellation of the meeting for any reason, Client agrees to pay MCM for all direct expenses already incurred as indicated in "Disbursements" section and forfeit management fees paid to date.

CANCELLATION

This Contract may only be terminated for "Cause" upon written notice given by Client to IEEE MCM. "Cause" is defined as a breach of the obligations under This Contract. It is further provided that there shall be no right of termination for the sole purpose of changing meeting planning provider.

Upon the breach by IEEE MCM of any of the terms and conditions of this contract, the contract may be terminated before its completion by Client provided that Client provides written notice of such breach and a period of at least 30 days to cure the breach. If IEEE MCM fails to cure the breach by the end of the 30 day cure period, Client may immediately terminate the contract. Upon termination of this contract IEEE MCM shall immediately deliver to Client any and all work product and deliverables completed through and including the termination date and shall cease from any further work on behalf of Client.

In the event of any termination of This Contract, the Client shall make payment to IEEE MCM for any and all services initiated and or completed by IEEE MCM through the termination date, within 30 days of the termination date as well as any reimbursements of direct expenses due.

FORCE MAJEURE

If events beyond the reasonable control of the Parties, including but not limited to, acts of God (flood, earthquake, tornado, fire, etc.), war, strikes, threats or acts of terrorism or similar acts, disease, U.S. Department of State, World Health Organization, CDC or other governmental or international agency travel advisory, civil disorder, non-availability of food, beverages, or other supplies or curtailment of transportation either in the Conference City or in the countries/states or origin of the attendees, deters the attendees from arriving for the first scheduled day of the event, making it inadvisable, impracticable, illegal, or impossible to perform as originally contracted under this Contract, the affected party may terminate this Contract.

SIGNATURE

This Contract is binding on the parties, their successors, and transferees and constitutes the entire Contract between them, superseding any and all previous agreements, oral or written with respect to the subject matter hereof. No modification or waiver of any term or amendment to This Contract shall be effective unless signed in writing by both parties.


The undersigned represent that they are authorized to sign and enter into this contract.

If either party uses a scanned or facsimile transmittal, that copy shall be deemed to be an original.



Randy Curry, General Chairman

1/29/10
Date



Elsie V. Cabrera, CMP
Manager, Sales & Conference Activities
IEEE Meeting & Conference Management

1/29/10
Date