

**FAF/FASB/GASB SPEAKING ENGAGEMENTS:**  
**TERMS AND CONDITIONS**

The Sponsoring Organization has requested that the Financial Accounting Foundation (“**FAF**”) supply a speaker, presenter, panelist, or person performing a similar function (“**FAF SPEAKER**”), in connection with the Event described on the Speaker Request Form (for the purposes of these Terms and Conditions, the term “**FAF**”, includes the Financial Accounting Standards Board (“**FASB**”) and the Governmental Accounting Standards Board (“**GASB**”). Any FAF Speaker engagement is subject to the following terms and conditions.

The Sponsoring Organization agrees and acknowledges that:

1. The Sponsoring Organization shall pay all reasonable expenses incurred by the FAF Speaker in connection with travel to, and participation in, the Event (including airfare, cab fare and/or other transportation expenses, overnight hotel, meals, etc., such expenses, are collectively referred to as “Reimbursements”). To the extent the Sponsoring Organization requests that Reimbursements are incurred and submitted in accordance with its guidelines and requirements, the Sponsoring Organization shall provide the same to FAF prior to the incurrence of expenses by the FAF Speaker. Sponsoring Organization shall also provide a free registration to the FAF Speaker to the Event, and up to two additional free registrations for the FAF, as requested.
2. The FAF may cancel the participation of the FAF Speaker, or provide a substitute FAF presenter (subject to approval by the Sponsoring Organization of such replacement) if the FAF and/or the FAF Speaker determines that its participation might impair the standard setting process, or its independence, objectivity or mission; provided, that the Sponsoring Organization shall not be liable for Reimbursements to FAF or the FAF Speaker in the event FAF has cancelled the appearance of the FAF Speaker pursuant to this Section 2.
3. The FAF Speaker’s activities in connection with the Event are being performed by the FAF Speaker in his/her capacity as a representative or agent of the FAF, and as such, FAF exclusively owns all right, title and interest, including copyrights, patents, trademarks and other intellectual property in and to: (i) any written materials prepared by – or related to – the FAF Speaker in connection with the Event, including the slides, decks or similar materials (the “**WRITTEN MATERIALS**”); and (ii) the spoken, recorded or transcribed content of the FAF Speaker’s presentation (the “**PRESENTATION**”), in each case, such rights are subject to the license granted herein.
4. FAF hereby grants a limited, royalty-free, revocable license to the Sponsoring Organization to reproduce, distribute and disseminate any Written Materials solely in connection with the Event; provided, that on any such Written Materials the Sponsoring Organization agrees to include the following copyright notice: “*Copyright [year] by Financial Accounting Foundation, Norwalk, CT*”
5. The Sponsoring Organization may produce audio and/or video recordings or transcripts (the “**RECORDINGS**”) of the content of the Presentation and disseminate related Written

Materials until the expiration of the date which is 180 days after the Event; provided that, in any case, such dissemination: (i) is limited solely to distributions directly related to the Event and which shall consist of: (x) archives for internal, operational use only, and (y) availability to Event registrants and attendees; (ii) is limited to non-commercial, educational and/or academic purposes only, and (iii) may occur only so long as the content and substance of the Written Materials: (w) remains timely, accurate and relevant in the context of the standard setting process, and consistent with the standards, guidance and positions of the applicable Standards Setting Board, in each case based on an assessment made at the time of each proposed subsequent dissemination or use, (x) such Written Materials are not used in a manner as to compromise the original intent or meaning; (y) the Recordings should not be posted on social media formats such as Twitter, Facebook, YouTube, blogs, or similar forums; and (z) the FAF has not revoked the license granted herein.

6. **ANY REQUESTS FOR USES OF THE RECORDINGS OR WRITTEN MATERIALS IN EXCESS OF THE 180 DAYS, OR FOR DISSEMINATION TO PERSONS OR IN FORMATS OUTSIDE OF THOSE PERMITTED IN THIS SECTION 5, MAY BE MADE SEPARATELY BY YOU BY CONTACTING THE FAF PUBLIC AFFAIRS DEPARTMENT, C/O CHRISTINE KLIMEK. FAF WILL CONSIDER SUCH REQUESTS ON A CASE BY CASE BASIS IN ITS SOLE DISCRETION.**
7. FAF makes no representations or warranties with respect to the content of the Materials or the Presentation. Further, FAF specifically disclaims any and all warranties of every kind and nature whatsoever in respect to the Written Materials and the Presentation and the opinions expressed therein. The agreements herein are an explicit acknowledgment of such disclaimer and are a waiver by the Sponsoring Organization of any and all claims against the FAF and the FAF Speaker.
8. The Sponsoring Organization may not use the Written Materials, or reference the FAF or FAF Speaker, in any way that would suggest an endorsement of the Sponsoring Organization or of the Event by FAF, the FAF Speaker, the FASB or GASB, nor may the Sponsoring Organization use any logo of FAF, FASB or GASB without written consent of FAF.
9. The Sponsoring Organization has no claim (including, without limitation, claims based upon invasion of privacy, infringement, defamation, or right of publicity) arising out of or in connection with, the Presentation or Written Materials. FURTHER, FAF SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR FAF SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE EVENT, THIS AGREEMENT OR THE SERVICES PROVIDED BY FAF OR THE FAF PRESENTER HEREUNDER, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF FAF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS ARE INAPPLICABLE.
10. The Sponsoring Organization agrees to indemnify and hold FAF, its affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of (i) Sponsoring Organization's subsequent use of the Written Materials or Recordings, (ii) the Sponsoring Organization's

violation of this Agreement, or (iii) infringement of any intellectual property or any other persons who received the Written Materials or Recordings as a result of dissemination or use by the Sponsoring Organization.

11. The substantive and procedural laws of the State of New York shall govern the validity, construction, interpretation, performance and enforcement of these terms and conditions. The Sponsoring Organization agrees that any action and/or proceeding in connection with these terms and conditions shall only be brought in Westchester or New York County, New York.
12. These terms and conditions supersede any and all other agreements, either oral or in writing, between the FAF, the FAF Presenter and the Sponsoring Organization with respect to the subject of the Event for which these terms and conditions apply. These terms and conditions contain all of the warranties and agreements between the parties with respect to the Written Materials, the Recordings and the Presentation, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those warranties and agreements embodied in these terms and conditions. No modification of or addition to these terms and conditions shall be valid or binding unless it is in writing and signed by the authorized representatives of the parties. These terms and conditions shall remain in effect for as long as copyright protection subsists in the Written Materials, the Presentation or Recordings.
13. FAF shall have the right to terminate all licenses and rights granted herein immediately upon written notice following a breach by the Sponsoring Organization or a determination that such license might otherwise impair or impact the standard setting process of FASB or GASB.