

**Agreement between OSGeo  
and the Boston Location Organizing Committee (BLOC)  
for finances to support FOSS4G 2017**

**Please note:** [Delaney Meeting & Event Management](#) (DMEM) is working with the BLOC and will be a party to this agreement as they will act as the “financial agent” for the BLOC and the 2017 event.

## Parties

The Open Source Geospatial Foundation (OSGeo) of 14525 SW Millikan #42523 Beaverton, OR 97005-2343 and the Boston Local Organising Committee (BLOC) of FOSS4G 2017 which will be located in Boston, Massachusetts, USA, and Delaney Meeting and Event Management (DMEM) which will act as the agreement signatory, and financial agent on behalf of the BLOC.

## Agreement

1. This agreement determines the financial arrangements between the LOC and the selected professional conference organizer (PCO), in this case DMEM, and OSGeo. This agreement:
  - a. Supersedes any other written or verbal agreement between OSGeo and the BLOC
  - b. Supersedes any other written or verbal agreement between BLOC and the DMEM
2. The BLOC has requested an Advance to cover part of the anticipated costs of hosting the FOSS4G event (see **Schedule, item 4** below)
3. The BLOC has requested a guarantee from OSGeo to underwrite potential losses of the FOSS4G event (see **Schedule, item 5** below)
4. The BLOC has requested that OSGeo enter into a contract with DMEM to act as the Boston PCO and financial agent. **Attachment 1** to this document includes the DMEM contract with OSGeo, on behalf of the BLOC

### ***OSGeo commitments***

1. OSGeo will provide the Advance detailed in the Schedule to the BLOC on request
2. OSGeo agrees to underwrite potential losses of the Event up to the maximum detailed in the **Schedule, item 6** (see below)
3. OSGeo will delegate a Financial representative (OFR) to join the BLOC
4. OSGeo confirms that it will retain reserves in the future to ensure its ability to meet these commitments

### ***BLOC commitments***

1. The BLOC will hold all Event funds in a dedicated bank account, administered by DMEM, and will maintain a full record of all income and expenditure
2. The Advance will be repaid to OSGeo by the BLOC within 30 days of the end of the Event
3. The BLOC will provide a monthly report of financial matters (expenses, receipts and forecasts)
  - a. The BLOC will keep the OSGeo financial representative apprised of any financial forecasts, alterations, commitments and risks
  - b. The OFR shall have the right to request changes to commitments and plans and as a last resort the right to cancel this guarantee if recommendations are not accepted
4. The BLOC acknowledges that any financial liabilities in excess of the maximum guarantee identified in the **Schedule, item 6** (see below), will be the responsibility of the BLOC or will be insured locally by the BLOC
5. The BLOC will not pay to itself (or any of its individual members) any fees for services provided, with the exception of reasonable out of pocket expenses for travel, etc.
6. The BLOC agrees to remit surpluses generated to OSGeo in the manner described below (item B), and as proposed in our proposal to host the event:

- a. A Surplus is defined as the net balance of revenues (delegates, sponsors and any other sources) and expenses (venue, services, PCO etc)
- b. The goal is to return a minimum of 80% of any profits back to OSGeo. The remaining 20%, up to a maximum of \$20,000, would be used to provide seed funding for a new Boston Chapter of OSGeo. As such, 80% of profits up to the first \$100,000 of profits will be returned to OSGeo; and for any profits in excess of \$100,000, 100% of those profits will be returned to OSGeo.
- c. All surpluses provide to OSGeo will be used to support future events and other OSGeo activities

## Schedule

1	LOC	Boston Location Organizing Committee (BLOC)
2	PCO	Delaney Meeting & Event Management (DMEM)
3	Event details	FOSS4G 2017, Boston, Massachusetts, USA
4	Advance payment	Up to a maximum of USD\$70,000 Potentially, in two instalments
5	Additional guarantee	USD\$45,000
6	Maximum total OSGeo financial exposure	USD\$115,000
7	Percentage of event profits returned to OSGeo	Profits: \$1 - \$100,000; 80% of profits to OSGeo Profits: <\$100,001: 100% of profits to OSGeo

## Terms

### **MITIGATION CLAUSE:** Force Majeure

Should events beyond the control of either party such as acts of God, war, curtailment or interruption of transportation facilities, strikes (except those involving Hotel's employees) or the imminent threat thereof, threats or acts of terrorism or similar acts, disease, State Department or other government or international agency travel advisory, state travel restrictions, civil disturbances, or any other cause beyond the parties' control, which, in the party's reasonable judgment, would make it commercially impracticable, illegal or impossible for either party or its members to perform their obligations under this Agreement as they relate to the Meeting, such party may cancel the Agreement or greatly reduce its obligation without liability upon written notice to the other party. Notice of cancellation may be sent at any time prior to the Meeting provided the canceling party has met the requirements of this provision. In the event the BLOC decides to hold the Meeting despite such circumstances, OSGeo shall endorse this decision, and not place undue financial burden on the BLOC.

**INDEMNIFICATION:** OSGeo shall indemnify, defend and hold harmless the BLOC and PCO and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by OSGeo's negligence in connection with the provision of services, except to the extent and percentage attributable to the BLOC's or PCO's or its members', agents', employees', or exhibitors' negligence. OSGeo shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.


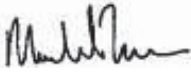

The BLOC and PCO shall indemnify, defend and hold harmless OSGeo and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the BLOC or PCO's negligence and/or its members', agents', employees', independent contractors' or exhibitors' negligence in connection with the provision of services attributable to OSGeo's negligence. The BLOC and PCO shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

**ARBITRATION:** The parties hereby agree that any dispute, suit or proceeding arising out of or relating in any way to this contract (except for those involving patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights) shall be resolved by a single arbitrator in binding arbitration before the American Arbitration Association in Boston, Massachusetts, pursuant to its rules, and that any such dispute will be governed by Massachusetts law. The parties further agree that in any arbitration proceeding they will make disclosures and may conduct reasonable discovery as allowed by the Federal Rules of Civil Procedure, during an expedited period to be determined by the arbitrator. The parties further agree that any arbitration award will be enforceable in any state or federal court. The parties agree that they shall initially split equally the cost of all arbitration proceedings, though the prevailing party shall recover all arbitration costs from the non-prevailing party. In the event of arbitration or litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

**EVENT INSURANCE:** The BLOC and PCO will obtain event cancellation and liability insurance intended to cover any financial loss or claim arising out of the event.

## Acceptance

By their signatures below, the authorized official of each party to this agreement represents that they are duly authorized to sign this agreement and bind their respective organization.

For The Open Source Geospatial Foundation:	For the Boston Location Organizing Committee:
	
Name : Venkatesh Raghavan, President	Name: Michael Turner, Conference Chairman
Date: March <u>17</u> , 2016	Date: March 16, 2016
	<b>For Delaney Meeting &amp; Event Management on behalf of, and as the financial agent for the Boston Location Organizing Committee</b>
	
	Name: Cindy Delaney, President
	Date: March 16, 2016

**ATTACHMENT 1**

**OSGeo Contract with:**

**Delaney Meeting & Event Management (DMEM)**

On behalf of:

**Boston Location Organizing Committee (BLOC)**



Services Contract

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February 19, 2016

**Prepared Exclusively for:**

OSGeo/FOSS4G

**Re:**

*Conference and Event Services for 2017 Conference*

**Submitted by:**

*Delaney Meeting & Event Management ("Contractor")*

**Contact:**

Cindy Delaney  
One Mill Street, Suite 315  
Burlington, Vermont 05401  
Ph: 802-865-5202  
Cindy@delaneymeetingevent.com  
www.delaneymeetingevent.com

## FOSS4G MEETING MANAGEMENT SCOPE OF WORK

Established in 1997, we are a full-service, woman-owned, independent meeting planning firm headquartered in Burlington, Vermont. Our depth of services extends to a diverse range of clients throughout the U.S. We work with many state and federal agencies, non-profit organizations, educational institutions, and scientific organizations providing comprehensive event planning and execution services. This is a customizable menu of options that can be tailored to fit your specific needs and budget. Select the areas of responsibility you are interested in outsourcing, and we'll design a detailed proposal custom-made for your event.

Site Selection Process	Estimated Hours	Hourly Rate	Total	Estimated Expenses	Notes
<b>A. SITE RESEARCH &amp; ANALYSIS</b>					
Work with Client to determine the conference specifications, historical data, and negotiation parameters.	4	\$ 100.00	\$400.00		
Create relationship with convention and visitor's bureau in selected region.	1	\$ 100.00	\$100.00		
Develop and disseminate a "Request for Proposal" (RFP) to designated geographic area(s) for preferred dates. Respond to inquiries from CVBs and answer questions from interested properties.	2	\$ 65.00	\$130.00		
Collect and compile the results and provide a detailed report to Client with a ranking of the candidate sites based on predetermined criteria. For example: capacity, availability of facilities and venue, ease and cost of travel, reasonable onsite costs, and attractive venues for special activities.	2	\$ 65.00	\$130.00		
Analyze the merits of the potential locations and venues; discuss shortcomings and strengths of each, and assist with the final selection of the property.	4	\$ 100.00	\$400.00		
Coordinate and schedule initial site visit to qualified property, to ensure the "right fit."	1	\$ 65.00	\$65.00		
Conduct site visit to qualified properties.	8	\$ 85.00	\$680.00	\$400.00	
<b>B. SITE NEGOTIATION &amp; CONTRACTING</b>					
Negotiate final facility rental contract on behalf of the Client, providing the least liability and financial risk.	3	\$ 100.00	\$300.00		
Follow timeline for key dates required by contract including initial deposit to secure space.	2	\$ 100.00	\$200.00		
Determine when, and if, overflow lodging will be required. Search for acceptable overflow hotels, negotiate contracts and communicate to attendees.	2	\$ 65.00	\$130.00		
Determine if block needs to be adjusted during process. Facilitate signing of addendum.	1	\$ 65.00	\$65.00		



<b>Subtotal Site Selection Process</b>		30		\$2,600.00	\$400.00	
<b>Facility Coordination</b>		Estimated Hours	Hourly Rate	Total	Estimated Expenses	Notes
<b>A. PRE-PLANNING</b>						
Serve as liaison with the host hotel throughout the planning process and arrange all of the logistical details for meeting room configurations and set up for sessions, workshops, meals, and various special activities.		20	\$ 65.00	\$1,300.00		
Work with hotel to maximize the environmental sustainability of the meeting. Encourage use of eco-friendly initiatives in order to protect natural resources and minimize our carbon imprint.						
Create a comprehensive master space grid of all event activities by date, location and time, to be shared with facility and committee for planning purposes. Maintain updates as needed.		8	\$ 65.00	\$520.00		
Develop event profile memorandum for hotel staff to include organization summary, VIP's, special off-site events, transportation, guest room amenities, detailed menus and banquet agenda, green meeting specifications, and other details important to the event's success.		4	\$ 65.00	\$260.00		
Thorough review of Banquet Event Orders and edit as needed.		4	\$ 65.00	\$260.00		
Attend pre-conference meeting with hotel staff.		2	\$ 65.00	\$130.00		
<b>B. ROOM BLOCK</b>						
Manage the group block pick up at host hotel and all overflow properties to protect against any attrition or other contractual penalties.		Incl. above				
<b>C. AUDIO-VISUAL</b>						
Determine all a/v needs, computer/office equipment and work with outside supplier, if needed, or negotiate pricing with in-house a/v provider. Secure equipment if renting on own.		6	\$ 65.00	\$390.00		
<b>D. FOOD &amp; BEVERAGE</b>						
Assist with the selection or creation of menus. Negotiate favorable menu prices.		3	\$ 65.00	\$195.00		
Determine final meal guarantees and convey to facility by deadline. Consider registration numbers, potential walk-in and no-show factors.		1	\$ 65.00	\$65.00		
<b>Subtotal Facility Coordination</b>		<b>48</b>		<b>\$3,120.00</b>		

<b>On-Site Management</b>		Estimated Hours	Hourly Rate	Total	Estimated Expenses	Notes
Our onsite experience and expertise is the cornerstone of our service at Delaney Meeting & Event Management, handling logistical coordination and serving as liaison with the facility to ensure a smooth-running function. Our preference is to be involved with the process from start to finish, to ensure all elements are integrated for a successful result. Our tasks can include:						
Serve as on-site manager for the duration of the event to ensure a smooth-running function. This includes acting as the primary liaison with the hotel/facility, verifying meeting room set ups, food and beverage guarantees, placement of signage, etc.	72	\$ 100.00	\$7,200.00	\$3,000.00		
Manage exhibitor registration at the event and oversee set up.						
Manage speaker registration at the event.						
Manage CEUs at the event.						
Oversee the registration area and customer service; process "walk-in" registrations, distribute nametags, packets, etc.	72	\$ 65.00	\$4,680.00	\$1,000.00		add'l DMEM staff
Daily meeting onsite with hotel staff to review the day's or next day's details.						
Offsite event and field trip oversight and troubleshooting.						
<b>Subtotal On-Site Management</b>	<b>144</b>		<b>\$11,880.00</b>	<b>\$4,000.00</b>		
<b>Marketing &amp; Communications</b>		Estimated Hours	Hourly Rate	Total	Estimated Expenses	Notes
Our Marketing and Communications Specialists can assist with the development and implementation of an integrated, comprehensive marketing/ promotions plan utilizing multiple media outlets including, but not limited to, the following tasks:						
<b>A. INTEGRATED STRATEGY &amp; DEVELOPMENT</b>						
Develop, with client, an overall marketing strategy. This will include an assessment of past efforts, and initiatives designed to reach target audiences via multiple levels for the upcoming event.	6	\$ 100.00	\$600.00			
Develop production schedule for marketing deliverables to ensure key deadlines are met.	2	\$ 100.00	\$200.00			
Assist with the development of the event branding to use throughout all print and electronic deliverables. Work with client and graphic designer to come up with the "look."	2	\$ 70.00	\$140.00			
Development of the content of all marketing materials. May include: social media, posters, rack cards/promotional flyers, print or electronic advertisements, save-the-date postcard, call for presentation postcard, registration brochure, email blasts, liaison with partner organizations and other grassroots marketing efforts.	2	\$ 65.00	\$130.00			
<b>B. DELIVERABLES &amp; DESIGN</b>						
Design marketing materials (i.e. posters, postcards, email blasts etc.)	<b>8</b>	<b>\$ 70.00</b>	<b>\$560.00</b>			

Edit and proof-reading of promotional pieces either developed by client or DMEM to ensure quality and accuracy.	2	\$ 65.00	\$130.00	
Collaborate with appropriate vendors for implementation of deliverables - graphic designer, web designer, printer, and mail house, as needed.				
<b>C. WEBSITE</b>				
Develop, with client, an overall marketing strategy. This will include an assessment of past efforts, and initiatives designed to reach target audiences via multiple levels for the upcoming event.	2	\$ 65.00	\$130.00	App Geo to develop site-DMEM to manage
Purchase and/or manage website domain names, hosting and renewals.				
Design the website structure with the user in mind through ease of navigation and visual appeal.				
Post non-conference related content.				
Optimize search engine results by using keywords and meta-tags: use Google Analytics to find new keywords as the conference nears.				
Facilitate cost per click (CPC) AdWords campaign to further improve search engine optimization and new reach markets.				
Maintain site content (program changes, approaching and past deadlines, lodging updates/overflow hotels, sponsors, etc.)	15	\$ 65.00	\$975.00	
Archive past-conference information.				
Generate a post-conference review of the website users to include geographic location, basic engagement and acquisition.				
<b>D. SOCIAL MEDIA</b>				
Develop a presence on social networking sites (Twitter and Facebook).				
Post content, maintain presence and engage with followers.				
Design, implement and track Facebook ad campaigns.				
<b>E. SIGNAGE</b>				
Develop a sign plan for the event.	3	\$ 65.00	\$195.00	
Design and production of all signs including directional, informational and sponsor recognition signage.	3	\$ 65.00	\$195.00	\$500.00
<b>F. MEDIA</b>				
Manage media relations efforts to include: development of press list, creation of press releases and messages, mailing of press releases and messages, tracking of press results, VIP invitations to key press, and meeting with press at the event.				
<b>Subtotal Marketing &amp; Communications</b>				
	45		\$3,255.00	\$500.00

<b>Trade Show Management</b>						
	Estimated Hours	Hourly Rate	Total	Estimated Expenses	Notes	
Create exhibitor/trade show booth prospectus for all size shows, from table top displays to convention center-sized exhibit halls. Prospectus to include rates and inclusions, important deadlines, facility rules and regulations, floor plan, sponsorship opportunities.	4	\$ 65.00	\$260.00	\$100.00		
Respond to inquiries for exhibit space and follow up with leads.	6	\$ 65.00	\$390.00	\$50.00		
Receive exhibitor registrations and payment; maintain database or use CVENT to track exhibitor responses and provide regular updates and financial summaries to Client.	6	\$ 45.00	\$270.00			
Track sales progress via a master sales report and regular status reporting to Client.	4	\$ 45.00	\$180.00			
Serve as primary liaison with exhibitors and communicate all details; Develop and distribute confirmation packet with booth space assignment and any other set up information.	6	\$ 45.00	\$270.00			
Utilize services of an official "Show Decorator" if needed, for booth package services such as pipe and drape, I.D. signage and floor plan creation.	2	\$ 45.00	\$90.00			
Placement of exhibitors at the show and finalizing floor plan.	2	\$ 45.00	\$90.00			
Facilitate feedback from exhibitors to determine the value of the event; including evaluation forms collected and tabulated; or a meeting with a select group of exhibitors.	2	\$ 45.00	\$90.00	\$50.00		
<b>Subtotal Trade Show Management</b>	<b>32</b>		<b>\$1,640.00</b>	<b>\$200.00</b>		
<b>Sponsorship &amp; Fundraising</b>						
	Estimated Hours	Hourly Rate	Total	Estimated Expenses	Notes	
Develop event sponsorship opportunities, and entitlements at each level.	2	\$ 100.00	\$200.00	\$250.00		
Determine fundraising strategy for the event and roles for local hosts, Board of Directors and other stakeholders.	4	\$ 100.00	\$400.00			
Follow up with leads of potential sponsors and coordinate sales effort.	6	\$ 65.00	\$390.00			
Receive sponsor registrations and payment; maintain database or use CVENT to track responses and provide regular updates and financial summaries to Client.	3	\$ 45.00	\$135.00			
Act as primary liaison with sponsors and follow up to confirm entitlements.	4	\$ 45.00	\$180.00			
Assistance with the creation, development and execution of other fundraising efforts including silent and live auctions, and raffles.						
Create PowerPoint presentation of sponsor logos for viewing on-site during general sessions.	2	\$ 65.00	\$130.00			
<b>Subtotal Sponsorship &amp; Fundraising</b>	<b>21</b>		<b>\$1,435.00</b>	<b>\$250.00</b>		

<b>Program Development</b>							<b>Notes</b>
<b>A. TECHNICAL PRESENTATIONS/CALL FOR ABSTRACTS</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Total</b>	<b>Estimated Expenses</b>	<b>Notes</b>		
Coordinate on-line submissions of abstracts and presentations. (Develop online form)	4	\$ 65.00	\$260.00	\$2,200.00			
Export abstracts; sort by topic area and provide a program template for placing abstracts in sessions (daily schedule, room layout, room capacity).	6	\$ 65.00	\$390.00				
Assist program committee to sort abstracts and provide support in documenting the final program arrangements.	2	\$ 65.00	\$130.00				
Provide notice of acceptance/rejection to presenters and scheduling of their talk or poster.	4	\$ 65.00	\$260.00				
<b>B. PRESENTER RECRUITMENT &amp; COORDINATION</b>							
Identify and recruit speakers based on conference theme and topic. Collaborate with speakers on program content and message.							
Manage all aspects of speaker coordination (notice of acceptance, letters of confirmation and follow-up for any handouts, bios, audio-visual requirements, travel needs) and maintain database of speaker information.	4	\$ 65.00	\$260.00				
Communicate with hotel to ensure that AV and set-up needs are met.							
Create meeting manager sheets for session moderators.	4	\$ 65.00	\$260.00				
On-site presentation collection and distribution to meeting rooms or posting to website.	8	\$ 65.00	\$520.00				
<b>C. EVALUATION PROCESS</b>							
Develop online and/or paper evaluation forms to distribute to conference attendees and sponsors/exhibitors after the event.	4	\$ 65.00	\$260.00	\$50.00			
Create evaluation response reports that can be used to direct future conference education and coordination efforts.	4	\$ 65.00	\$260.00				
<b>D. PROGRAM AGENDA COORDINATION</b>							
Oversee the development of the agenda/schedule at a glance of the conference; advise on placement and flow of events.	4	\$ 65.00	\$260.00				
Development of a master space grid reflecting meeting space inventory, events, and detailed specifications.	4	\$ 65.00	\$260.00				
Manage requests for committee or ancillary meetings at the event. Coordinate space and other needs. Communicate details with related meeting organizers.	4	\$ 65.00	\$260.00				
Assign meetings/workshops to meeting spaces based on needs and expected attendance.	2	\$ 65.00	\$130.00				

Creation of the final conference program or proceedings for distribution to attendees at the event. This includes host team recognition, schedule at a glance with room assignments, plenary and keynote session details, technical program schedule, sponsor and exhibitor recognition, upcoming related events, area information and maps.	20	\$ 65.00	\$1,300.00	\$2,500.00	
Development of a mobile app for the conference for attendees to use while at the event.	10	\$ 65.00	\$650.00	\$250.00	
<b>E. CONTINUING EDUCATION CREDITS</b>					
Work with client to establish if CEUs are available and through which channels.					
Apply for CEUs with the appropriate organizations and coordinate payment.					
Design and print or email certificates of attendance for all attendees.					
Compile attendee roster and submit to approved organizations for CEU dispersal.					
<b>F. SPECIAL ACTIVITIES</b>					
Assist Client with any needs for special events; such as entertainment, transportation to off-site location, etc.	8	\$ 65.00	\$520.00		
Arrange for spouse/guest tours and field trips, working with local attractions and/or a tour management company and developing itineraries.	4	\$ 65.00	\$260.00		
<b>Subtotal Program Development</b>	<b>96</b>		<b>\$6,240.00</b>	<b>\$5,000.00</b>	
<b>Registration &amp; Customer Service</b>					
<b>A. PRE-REGISTRATION PROCESSING</b>					
Develop, implement and manage registration for attendees to submit online, mail and fax.	2	\$ 65.00	\$130.00	\$3.50/registrant	
Create online registration form with options to be tailored for various registration types, workshops, field trips, etc.	2	\$ 65.00	\$130.00		
Create paper registration form.	2	\$ 65.00	\$130.00		
Respond to questions and inquiries, providing expert customer service.	20	\$ 45.00	\$900.00		
Receive and process registration payments (credit cards and checks), collect balances due, and send invoices; process changes for cancellations and refunds and reconcile credit cards.	15	\$ 45.00	\$675.00	cc fees	
Develop registration confirmation notices - initial email automatically generated via online portal; additional details provided in final details memo to pre-registered attendees.	2	\$ 65.00	\$130.00		
Option for registrants to post requests and availability for ride sharing to the conference.	2	\$ 45.00	\$90.00		

Manage housing arrangements to be included under contractual terms with various hotels and dorm rooms.	2	\$ 45.00	\$90.00	
<b>B. REPORTS</b>				
Provide regular updates and detailed reports of registrations to Client. Keep track of "registration pace."	15	\$ 45.00	\$675.00	
Cross checking of VIP's, speakers, and other select groups of attendees.	8	\$ 45.00	\$360.00	
Provide a final list of attendees to Client within two weeks after the event (including walk-ins, and excluding no shows).	2	\$ 45.00	\$90.00	
<b>C. REGISTRATION SUPPLIES</b>				
Format and print nametags for all participants (attendees, speakers, exhibitors, sponsors, etc.)	8	\$ 45.00	\$360.00	\$900.00 supplies
Create tickets for special dietary needs, special events, banquets, other choices as defined on registration form, and VIP designation.	3	\$ 45.00	\$135.00	\$100.00
Coordinate any materials or gifts to handout at registration (for example tote bags, area information, local specialty products, travel mug, etc.)	4	\$ 45.00	\$180.00	
Create onsite form, invoices & receipts to manage walk-in, same day registrations.	2	\$ 45.00	\$90.00	
Event packaging/prep - including supplies, final programs, sign-up sheets, ticket stuffing, certificates of attendance, ribbons.	12	\$ 45.00	\$540.00	
<b>D. ONLINE REGISTRATION CAPABILITIES</b>				
CVent is our on-line, web-based registration processing system, which provides a variety of functions and capabilities. The fee is \$3.50 per registrant and features are listed below.				
Event registration page integrating organization logo & graphics.				
Online registration submission - provides step-by-step online registration process for attendees. Registration options can be tailored for various attendee types (i.e. Speakers, General Attendees, Member versus Non-Members, Students, etc.).				
Registration Confirmation - detailed confirmation page at the end of the registration process; and confirmation notice by email including receipt of payment.				
HTML and plain text email invitations to event audience.				
"Send invitation to a friend" marketing feature				
Client access - Using a specially designated login and password, clients can login to CVent to view registration progress and other data reports at any time.				
Mailing list management - CVent stores and maintains event contacts from year to year.				



Onsite registration at the event in real time – to help resolve registration questions, issues; and to enter walk-ins.							
<b>Subtotal Registration &amp; Customer Service</b>	<b>101</b>				<b>\$4,705.00</b>	<b>\$1,000.00</b>	
<b>Financial Management</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Total</b>	<b>Estimated Expenses</b>	<b>Notes</b>		
<b>A. ACCOUNTING/REPORTING</b>							
Serve as fiscal agent for conference: establish a banking account to receive and deposit funds with a monthly transfer to Client designee.	15	\$ 65.00	\$975.00				
Financial Recordkeeping: maintain detailed reports of funds received, processed and distributed.	10	\$ 65.00	\$650.00				
Use QuickBooks for bookkeeping.		\$ 65.00					
Reconcile monthly bank statements.	4	\$ 65.00	\$260.00				
Thorough review of all bills from hotel, vendors, etc. for accuracy.	4	\$ 65.00	\$260.00				
Pay bills.	4	\$ 65.00	\$260.00				
Maintain or manage checkbook.	8	\$ 65.00	\$520.00				
Make deposits.	2	\$ 65.00	\$130.00				
Final financial reconciliation and detailed reporting.	10	\$ 65.00	\$650.00				
<b>B. BUDGET CREATION</b>							
Our budget creation process is the foundation for the entire planning process, and an integral component in dictating a successful outcome.							
Develop an initial budget for the event, with assistance from Client, reflecting historical data, income models and sub sheets for various line items; for example, a Registration Model spreadsheet identifying various types of registration options and fees; and Food & Beverage worksheet with preliminary calculations based on menu prices, detailing each meal, quantity and price per person.	4	\$ 100.00	\$400.00				
Establish budget projections and monitor throughout the process.	6	\$ 100.00	\$600.00				
Final budget reconciliation and reconciliation letter.	10	\$ 100.00	\$1,000.00				
Update DMEM expenses tab of budget with final numbers	4	\$ 65.00	\$260.00				
Financial summary reporting income.	6	\$ 65.00	\$390.00				
<b>Subtotal Financial Management</b>	<b>87</b>		<b>\$6,355.00</b>				



<b>Project Management &amp; Planning</b>					
For the successful implementation of the tasks outlined in this proposal, we will be accessible to you for meetings and correspondence by email, phone, and conference call.					
	Estimated Hours	Hourly Rate	Total	Estimated Expenses	Notes
Attend meetings and confer with Client for overall event guidance, strategy and assistance as needed to assure that the conference is planned and conducted in the best interest of Client and for the intent of providing a valuable experience for participants.	80	\$ 85.00	\$6,800.00	\$1,500.00	travel x 3
Manage Host Committee process throughout the planning stages of the conference. Set agendas and follow up on tasks.	15	\$ 65.00	\$975.00		
Develop a working timeline and short-term punch list for the event, with major deadlines and areas of responsibility.	4	\$ 100.00	\$400.00		
<b>Subtotal Project Management &amp; Planning</b>	<b>99</b>		<b>\$8,175.00</b>	<b>\$1,500.00</b>	
<b>Total Fee for Services – a customized approach</b>	<b>703</b>		<b>\$49,405.00</b>	<b>\$12,850.00</b>	
<p>1. <b>TOTAL FEE FOR SERVICES.</b> The total fee for our services is determined based on the estimated hours to complete the tasks associated with a particular project for the duration of the process, taking into consideration the size and scope, the complexity of the task and its relative importance to the overall success of the event. OSGeo/FOSS4G agrees to pay Delaney Meeting &amp; Event Management the base scope of work estimated at \$49,405.00 plus an expenses incurred during the duration of the planning process.</p>					
<p>2. <b>EXPENSE REIMBURSEMENT.</b> Our Total Fee for Services <b>does not include direct expenses</b> associated with the project. All expenses are billable on a monthly/hourly basis. Contractor shall be entitled to reimbursement from Client for the following "out-of-pocket" supplies and expenses directly related to performing the services outlined in the agreement: travel expenses (common carrier, federal mileage rates), meals (federal per diem IRS guidelines; receipts for meals are not required), postage, copying, printing, meeting supplies, other office expenses, and design services for marketing deliverables.</p>					
<p>3. <b>PAYMENT OF SERVICES.</b> The Total Fee for Services plus expenses will be billed in quarterly installments through September, 2016. Then monthly/hourly installments beginning in October, 2016 through the duration of the planning process.</p>					
<p>4. <b>ADJUSTMENTS.</b> Once a contract has been signed and finalized, we are willing to make adjustments for services not rendered due to lack of need, or supplemental staffing from the host organization. We will monitor service activity and provide status reports throughout the process and discuss with Client whether changes need to be made. We will make a deduction to the final invoice acknowledging any changes. <i>On the other hand, if job responsibilities increase in a certain area due to unforeseen circumstances then additional fees will be assessed.</i> Adjustments are made toward the end of the billing cycle because by then we can better assess the net balance between tasks taking less time vs. other unanticipated items, which is the normal ebb and flow of conference management.</p>					



## CONTRACTOR PAYMENT PROVISIONS

This Agreement is made effective upon signing, by the **OSGeo/FOSS4G Conference**, herein referred to as "**CLIENT**", and **Delaney Meeting and Event Management**, of One Mill Street #315, Burlington, VT 05401, herein referred to as "**Contractor**" or "DMEM."

Delaney Meeting & Event Management will provide meeting management services to OSGeo/FOSS4G to support the Global FOSS4G 2017 conference which will be held in Boston in August of 2017.

- TOTAL FEE FOR SERVICES. \$49,405.00 not to exceed cost without written authorization from client.**  
The total fee for services was determined based on the estimated hours to complete the tasks associated with this project for the duration of the process, taking into consideration the size and scope, the estimated number of attendees, and utilizing the Host Committee volunteer involvement.
- EXPENSE REIMBURSEMENT.** Our Total Fee for Services *does not include direct expenses* associated with the project. All expenses are billable on a quarterly basis. Contractor shall be entitled to reimbursement from Client for the following "out-of-pocket" supplies and expenses directly related to performing the services outlined in this agreement: travel expenses (common carrier, federal mileage rates), meals (federal per diem IRS guidelines; receipts for meals are not required), postage, copying, printing, meeting supplies, other office expenses, and design services for marketing deliverables. \$75 per hour for web and graphic design tasks. Estimates of such items will be included in the conference budget spreadsheet.
- PAYMENT OF SERVICES.** The Total Fee for Services plus expenses will be billed on a quarterly basis through September, 2016; and then on a monthly basis beginning in October, 2016, through the duration of the conference planning. Invoicing will be based on hours expended for all tasks noted in the scope of work.
- ADJUSTMENTS.** We are willing to make adjustments for services not rendered due to lack of need, or supplemental staffing from the host organization. We will monitor service activity and provide status reports throughout the process and discuss with Client whether changes need to be made. We will make a deduction to the final invoice acknowledging any changes. *On the other hand, if job responsibilities increase in a certain area due to unforeseen circumstances then additional fees will be assessed.* Adjustments are made toward the end of the billing cycle because by then we can better assess the net balance between tasks taking less time vs. other unanticipated items, which is the normal ebb and flow of conference management.
- CVENT.** On-line registration and abstract submission costs are currently **\$3.50 per registrant/presentation submission**, including cancellations. This will be estimated and billed at the conclusion of the event with any adjustments made once the actual bill from Cvent (the web-based registration system we contract with) is received.
- ADMINISTRATIVE FEE.** There will be an administrative overhead charge that will be billed quarterly, in

addition to event specific expenses. This charge will be **\$60/month**.

7. **HOURLY FEE.** The hourly fee for tasks outside of the scope of work identified in this proposal will be \$100 per hour for project management tasks, \$75 per hour for web and graphic design tasks, and \$45 per hour for general administrative tasks. Mutual agreement for these tasks will be discussed prior to work commencing.
8. **CREDIT CARDS.** If we process income via credit card for the organization, there will be a service charge of \$.50 per transaction, and the current interest rate we are charged, currently at 1.94%–3.8%. Charge-backs and chargeback fees will be additional.
9. **CANCELLATION PROVISION.** Should the organization need to cancel this contract at any time, all fees and expenses will be paid to Delaney Meeting & Event Management up to that point, regardless of the payment schedule established in the contract. Should Delaney Meeting & Event Management need to cancel this agreement for any reason, they will find a mutually agreeable replacement. At that time, all funds collected on behalf of the organization will be turned over to the organization.
10. **PERFORMANCE OF SERVICES.** Client will rely on Contractor to work as many hours as may be necessary to fulfill Contractor's obligations under this Agreement. The Contractor will provide activity/ accomplishment/ financial updates to Client. Any work performed beyond the scope of work will be preapproved by Client and added to the contract as an addendum outlining the additional work to be performed and stating the related fees for completing. All tasks will be authorized in writing by the specific members of OSGeo/FOSS4G identified below:
  - a. Please list all members who will be signing off on continued work from DMEM for specific projects that have gone above the dedicated hours listed on the scope of work:  

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11. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
12. **CONFERENCE FINANCIAL MANAGEMENT.** DMEM will manage all conference income– payments from attendee registrations, exhibitors and sponsors. A full accounting of all credit cards processed and checks received will be provided on a regular basis and sent in batches to a designated Client rep. DMEM will oversee the financial management of the event, and will be responsible for reviewing income and expenses.

#### **INSURANCE**

Delaney Meeting & Event Management maintains the following insurance coverage:

1. Workers Compensation
2. General Liability and Property Damage: With respect to all operations performed under the contract, the Contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:
  - Premises – Operations
  - Independent Contractors' Protective
  - Products and Completed Operations
  - Personal Injury Liability
  - Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$2,000,000 per Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Products Aggregate

\$50,000 Fire Legal Liability

3. Professional Liability

**INDEMNIFICATION AND LIABILITY**

Delaney Meeting & Event Management and CLIENT will hold each other harmless in situations arising out of this partnership. In cases of dispute, the parties will attempt mediation before going to court. The organization, will be responsible, liable, and will be the signature of record for any legally binding contracts arising out of the conference (hotel contracts, off-site reception facilities, transportation).



## AGREEMENT SIGNATURE PAGE

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**Re:** Conference Management Services for OSGeo/FOSS4G 2017 Conference

**Party receiving services:** OSGeo/FOSS4G 2017 Conference

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Party providing services:** Delaney Meeting & Event Management

A handwritten signature in black ink, appearing to read "C. Delaney".

**By:**

Contractor  
Cindy Delaney

Date: March 16, 2016

Delaney Meeting & Event Management  
1 Mill Street, Suite 315  
Burlington, VT 05401  
PH: (802) 865-5202  
[cindy@delaneymeetingevent.com](mailto:cindy@delaneymeetingevent.com)  
[www.delaneymeetingevent.com](http://www.delaneymeetingevent.com)