

This Side Letter Agreement Concerning The Choir Pledge™ is a form of side letter agreement that was prepared to provide contractual protection to conference speakers who have made The Choir Pledge™. This form of agreement is intended to be entered into between speakers and the conference sponsor. You should feel free to use this agreement as prepared or customize it to your specific needs. This is only a form of agreement and is not intended to provide legal advice. We are not lawyers or a law firm and we do not provide legal, business, or tax advice. The use of this form is not a substitute for the advice of a lawyer or other appropriate professional if you desire legal, business or tax advice.

Side Letter Agreement to
[INSERT NAME OF CONFERENCE SPEAKING AGREEMENT]
Concerning The Choir Pledge™

This Side Letter Agreement (this “Agreement”) is made as of [INSERT DATE], between [INSERT NAME OF CONFERENCE SPONSOR] (the “Company”), and [INSERT SPEAKER NAME] (the “Speaker”) as of [INSERT DATE].

The Company desires the Speaker to speak at [INSERT CONFERENCE NAME] (the “Conference”) on [INSERT DATE AND LOCATION OF CONFERENCE] or a mutually agreed upon rescheduled date (“Conference Date”) and the Speaker desires to speak at the Conference.

This Agreement is intended to supplement and amend certain provisions of [INSERT NAME OF CONFERENCE SPEAKING AGREEMENT].

The Speaker has made The Choir Pledge™, which provides a public set of guidelines to assess whether a conference demonstrates a baseline commitment to representation. The Speaker has pledged to only speak at conferences that meet the following standards, which are referred to collectively as “The Choir Pledge™ Standards” as of July 1, 2022:

- At least 1 of every 3 keynote speakers is a woman or person of color;
- Every panel with 4 or more people includes at least 1 woman or person of color as a non-moderator expert;
- Women of color are represented throughout the agenda in expert sessions, not only sessions about Diversity, Equity and Inclusion (DEI); and
- There is an enforced policy against harassment of all kinds.

The Company agrees that the Conference will meet The Choir Pledge™ Standards and that if the Company becomes aware that the Conference will not meet The Choir Pledge™ Standards for any reason at any point prior to the Conference Date that it will promptly notify the Speaker. If the Speaker is notified or comes to reasonably believe that The Choir Pledge™ Standards will not be met prior to the Conference Date, then the Speaker may elect to: (a) proceed to speak at the Conference as planned, (b) withdraw from speaking at the Conference without penalty, (c) cease promoting their session whether through their social media, by press release, or by any other method (to the extent they agreed to do so), and (c) retain, return, or donate any previously paid stipend or compensation. In the event the Speaker elects to withdraw from speaking at the Conference, the Speaker is entitled to receive any previously agreed upon reimbursement incurred by the Speaker in attending the Conference to the extent those expenses have been incurred and cannot be refunded or credited to the Speaker. The Speaker may also

agree with the Company to any additional or alternative terms and conditions it believes are consistent with The Choir Pledge™ in order to promote representation and inclusion.

This Agreement and the other agreement referenced in this Agreement set forth the entire understanding between the parties and supersede and merges all previous written and oral negotiations, commitments, understandings and agreements relating to the subject matter hereof between the Speaker and the Company.

The person signing this Agreement below on behalf of the Company has the full power and authority to enter into this agreement.

SPEAKER

COMPANY

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____