

This Statement of Work (“SOW”) is entered into as of [Enter Signing Date of this SOW] by The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”), a New York not-for-profit corporation, and [Enter Name of Management Company Here] (“Management Company”).

The services outlined in this SOW are in accordance with the Master Management Services Agreement dated [Enter Date of the Agreement] (“Agreement”) between IEEE and Management Company. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

**MANAGEMENT COMPANY shall not provide any additional services or products to IEEE not specifically listed herein without obtaining prior written permission from IEEE Meetings Conference & Events (MCE).**

**[Please answer all of the items in red and complete all other missing information. Remove all brackets prior to submission.]**

Event Name (“Event”):

Event Dates:

Event Location:

Contacts: [Please provide name and email address for the following individuals]

* IEEE’s Primary Contact:
* Management Company’s Primary Contact:
* Conference Treasurer:
* Conference Chair:

Period of Performance:

* Start Date:
* Completion Date:

1. **Background**
2. Overview of the Management Company’s history:

[Provide a brief history of Management Company (years in business, number of employees, ownership structure of company, company principals, website, etc.)]

1. Please list all of the conflicts pursuant to Section 5.2(f) of the Agreement:

[If there are no conflicts, write “None”]

1. The following is an overview of the Management Company’s growth during the last five years:

[Provide a brief overview]

1. Identify role/name of anyone from Management Company involved in the Event:

[Include only employees of the Management Company, ***not*** subcontractors]

1. List all non-IEEE events for which Management Company is currently providing services:

[This list should include all of the ongoing events for any third parties]

1. List all IEEE events for which Management Company is currently providing services:

[This list should include all of the events for IEEE and the conference year, including all upcoming IEEE events with respect to which the Management Company (i) is in the process of negotiating with IEEE and (ii) has submitted a bid to IEEE]

1. **Services**

Management Company shall provide the following Services for the Event:

1. [List all services Management Company shall provide. If the list is long, include the detailed services in Exhibit A and provide only a high-level overview in this section.]
2. [See Exhibit A for additional details]
3. **SPECIFIC REPORTING REQUIREMENTS**
4. Management Company shall provide monthly progress reports beginning [INSERT START DATE] to the Primary Contact and [conference-contracts@ieee.org](mailto:conference-contracts@ieee.org). Such reports shall include information on registration, exhibits, sponsorship, bank statements and hotel pickup. IEEE reserves the right to request additional information at any time during the term of this SOW.
5. Upon the completion of the Event, Management Company shall prepare a final report on the Event that will be approved by the Conference Chair and/or Conference Treasurer. The final report shall be completed as soon as possible after the Event, but no later than four (4) months following the Event. The final report shall be sent to conference-finance@ieee.org. IEEE reserves the right to request additional information at any time during the term of this SOW.
6. The Management Company will notify [conference-contracts@ieee.org](mailto:conference-contracts@ieee.org) of any potential attrition penalties that are expected to apply to the Event within 15 days of realization.
7. **FINANCIAL PROCEDURES**

Choose one:

Management Company and its subcontractors will not have access to Event funds.

OR

Management Company or its subcontractors will have access to Event funds.

If the second option is chosen, please provide the following information:

* What is the name/address of the bank that the funds are being deposited to?
* Under what name is the bank account registered?
* Who has access to the bank account/funds?
* How often is the money transferred to the IEEE? By what means? (Check, wire transfer)
* Under what name is the merchant account registered?
* What name will appear on an attendee's credit card statement?
* What are the credit card fees?
* What gateway do you use?

Management Company shall give “read only” access to the bank’s online accounting system to the Conference Treasurer and Conference Finance Team. If access is not available, monthly bank statements shall be sent to the Conference Treasurer and conference-finance@ieee.org

Management Company shall submit to IEEE, for its approval, all potential expenses of a value of US$XXX or greater prior to incurring any such expenses, as well as all pertinent supporting documentation for reimbursement.

1. **Subcontractors**
2. The Management Company may hire the following subcontractors in relation to the Event:

[List all subcontractors the Management Company is permitted to use in relation to the Event. Do not include employees here.]

If Management Company will enter into contracts on its own behalf with third parties, in furtherance of this SOW, complete (b) through (d). If not, remove (b) through (d).

1. If the Management Company enters into any agreements with vendors with respect to the Event, all such agreements shall be in the name​ of the Management Company, as the organizer of the Event. The Management Company shall indemnify and hold IEEE harmless ​ from and against any and all liabilities or claims related to these agreements, including any Value Added Tax​ (“VAT”) obligations. The Management Company shall be responsible for the preparation and filling of all VAT related forms. The Management Company will use its VAT number (XXXXXXXXX) obtained from​ the tax authorities in [Country].
2. All contracts entered into by Management Company pertaining to the Event shall include the following Force Majeure clause or another clause acceptable to IEEE:

“None of the parties shall be liable to the other party for any delay or failure to perform arising out of causes beyond its reasonable control, including, but not limited to, government authority, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes or strikes, nor shall either of the parties be subject to penalty for any reduction in services if there is a cancellation by thirty percent (30%) or more of the event attendees’ due to such causes.”

1. Should the Event be cancelled, Management Company will terminate all agreements it has negotiated and signed in relation to the Event. IEEE will be liable for the reasonable termination fees pursuant to these agreements, unless the cancellation of the Event was due to the breach of the Agreement by Management Company.
2. **COMPENSATION FOR SERVICES TO BE PAID BY IEEE**
3. Management Company shall receive the following fees from IEEE pursuant to the Services performed for the Event:

**Please select the option that applies and complete the below chart:**

|  |  |
| --- | --- |
| **€** | Flat Fee |
| **€** | Per Task Hour |
| **€** | Per Staff Hou**r** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Service Type** | **Fee per hour/estimated number of hours required to complete task.** | | **Fee per item, i.e. per registrations/ estimated number of registrations.** | | **Flat Fee ($)** |
|  | Fee Per Hour ($) | Estimated # of Hours | Per Service  Item ($) | Estimated # of Items |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |

1. The following expenses shall be reimbursed by IEEE at the actual cost to the Management Company. Appropriate original supporting documentation must be submitted to IEEE prior to reimbursement. All expenses reimbursed pursuant to this SOW shall not exceed $XXXX.

##### Estimated cost for travel expenses:

##### Estimated cost for additional expenses:

1. All amounts paid to the Management Company pursuant to this SOW, including any and all fees, costs and expenses, shall not exceed $XXXX.
2. **THIRD PARTY COMMISSION**
3. Except as otherwise provided herein, Management Company shall not:

##### Accept fees, commissions, rebates, reward points, hotel points, familiarization or “FAM” trips, incentives or any other payments or perquisites (the “Commission”) from third parties in connection with the Event; and

##### Pay or provide any Commission to third parties in connection with the Event.

Choose One:

1. Management Company shall **not** receive or give any Commission to third parties pursuant to this SOW.

OR

1. Management Company shall receive and/or give the following Commission pursuant to this SOW:

##### Management Company shall receive the following Commission from third parties listed below:

|  |  |  |  |
| --- | --- | --- | --- |
| **COMMISSION TO BE PAID BY:** | **REASON FOR PAYMENT** | **AMOUNT**  **(Percentage/**  **Hourly)** | **ESTIMATED DOLLAR AMOUNT** |
|  |  |  |  |
|  |  |  |  |

##### Management Company shall pay the following Commission to third parties listed below:

|  |  |  |  |
| --- | --- | --- | --- |
| **COMMISSION TO BE PAID TO:** | **REASON FOR PAYMENT** | **AMOUNT**  **(Percentage/ Hourly)** | **ESTIMATED DOLLAR AMOUNT** |
|  |  |  |  |
|  |  |  |  |

1. **Governing Documents**

This SOW is governed by the Agreement. In case of conflict between this SOW and the Agreement, the terms of this SOW shall prevail.

**IN WITNESS WHEREOF**, the parties hereto have executed this SOW as of the day first above written.

|  |  |
| --- | --- |
| **THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED**  By:  Title:  Date: | **[Management Company’s full legal name]**  By:  Title:  Date: |