

NSTA AUTHORS SPEAK PARTICIPATION AGREEMENT
FOR SPONSORING ORGANIZATIONS

This Agreement is by and between the National Science Teachers Association (“NSTA”) and the educational organization named below (“Sponsoring Organization”). In consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. NSTA Press publishes books by authors in the field of science education. NSTA has instituted a program, Authors Speak (the “Program”), to publicize the availability of NSTA Press authors for speaking engagements, professional development workshops, and other presentations with educational organizations (collectively, “Presentations”), and to facilitate contacts with educational organizations that are interested in sponsoring Presentations of NSTA Press authors. Sponsoring Organization is an educational organization that desires to participate in the Program and NSTA agrees to Sponsoring Organization’s participation under the terms and conditions set forth herein.

2. NSTA will receive inquiries from participating Sponsoring Organizations (“Inquiries”) that express interest in sponsoring a Presentation by an NSTA Press author. The Sponsoring Organization shall provide NSTA with the name of the author (“Author”), the proposed dates for the Presentation, contact information for the Sponsoring Organization, and such other information as may be necessary to process the Inquiry. NSTA shall then inform the Author of the Inquiry and provide the Author with the contact and other information obtained from the Sponsoring Organization.

3. The Author shall communicate directly with the Sponsoring Organization if he or she is available for the Presentation. If the Author is not available, the Sponsoring Organization shall be notified. All arrangements relating to the Presentation including services, scheduling, compensation, travel, accommodations, facilities, recordings or broadcasts, ticketing, cancellation, and the manner and details of the Presentation shall be determined by the Author and the Sponsoring Organization. NSTA shall have no responsibility or liability whatsoever with respect to any arrangements between Author and the Sponsoring Organization or any other acts or omissions of the Author or the Sponsoring Organization, and the Sponsoring Organization shall hold NSTA and its officers, directors, and employees harmless from any claims arising out of or relating to the Presentation including cancellation or non-appearance. The provisions in this paragraph shall survive the termination of this Agreement.

4. If the Author and the Sponsoring Organization reach agreement on the terms of a Presentation, NSTA shall provide the appropriate NSTA Press books for the Presentation under the terms and conditions set forth in attachment A, which is attached hereto incorporated by reference. The Sponsoring Organization must designate a person to serve as a point of contact for NSTA, and an official representative of the Sponsoring Organization must contact NSTA at least SIX WEEKS in advance of the date of the Presentation to discuss quantities and titles desired.

5. Author and Sponsoring Organization are and at all times shall remain independent contractors under this Agreement, and this Agreement shall not create or be deemed to create, constitute,

recognize or imply any joint venture, partnership, joint employer, or principal/agent relationship with NSTA.

6. NSTA's name and logo may be used in connection with a Presentation only in the manner approved by NSTA.

7. This Agreement and the performance hereunder shall be exclusively governed by the laws of the Virginia without giving effect to conflict of laws principles.

8. This Agreement shall be effective upon signing by both parties and may be terminated at any time by either party upon thirty (30) days prior written notice.

9. This Agreement may be executed in multiple counterparts, which may include execution by facsimile transmittal and e-mail.

10. This Agreement, including all attachments, constitutes the complete understanding and entire agreement of the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, communications, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

For NSTA

For Sponsoring Organization

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Name of Sponsoring Organization

Date