

AGREEMENT FOR PROVISION
OF
STREAMING SERVICES AND RECORDINGS
FOR
2014 IETF MEETINGS

This Agreement is effective as of January 1, 2014 (the "Effective Date"), by and between the Internet Society ("ISOC"), a District of Columbia non-profit corporation, with its principal offices located in Reston, Virginia (US) and Geneva, Switzerland and Meetecho S.r.l., with offices located Naples, Italy, hereinafter referred to as "Contractor".

WHEREAS, Contractor and ISOC desire to enter into an agreement whereby Contractor shall provide streaming services and recordings at IETF 89 in London, UK, IETF 90 in Toronto, CA and IETF 91 in Honolulu, HI.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES:

a. Contractor shall perform such services as are set forth in Attachment I, the Statement of Work.

b. These services are a continuation of the IETF Remote Participation Services experiment to enhance the participation of remote participants at each IETF Meeting. Other experiments may also be conducted during 2014.

2. INDEPENDENT CONTRACTOR STATUS:

a. Contractor acknowledges and agrees that Contractor is an independent contractor and that Contractor, Contractor's employees or agents, if any, are not employees or agents of ISOC for any purpose, including, but not limited, to national or local withholding or employer taxation obligations.

b. Contractor represents that Contractor has any and all business permits and licenses that may be required to carry out Contractor's services.

c. Contractor assumes all responsibilities for all taxes, levies, or charges by any governmental entity, whether national, state, provincial, city, local, or otherwise that are associated with the performance of services and her status under this Agreement.

3. TERM:

a. Term: The term ("Term") of this Agreement is one year beginning on the Effective Date.

b. Extensions: This Agreement may be extended ("Extension") by mutual written agreement of the parties.

4. COMPENSATION:

a. IETF Meetings: Contractor shall be paid for services as described in Attachment 1 as follows:

1. IETF 89: **Confidential**
2. IETF 90: **Confidential**
3. IETF 91: **Confidential**

b. Expenses: Contractor shall be paid up to **Confidential** for expenses incurred during the three meetings by the team of at least 4 Meetecho staff.

c. VAT: All costs do not include VAT. According to Italian law, these costs are VAT exempt.

d. Invoices: Contractor shall submit invoices within thirty (30) days of each meeting to ISOC's Primary Contact, the IETF Administrative Director. Invoices will be paid within fifteen (15) days after review and approval by the Primary Contact.

5. TERMINATION:

a. Either party may terminate this Agreement immediately upon written notice to the other party if such other party materially breaches any of its other obligations under this Agreement (including ISOC's failure to pay without cause), which breach is not remedied within thirty (30) days after notice thereof by the non-breaching party to breaching party, the Termination Date.

6. TRANSITION:

a. Regardless of the reason for the ending of this Agreement, or which Party terminates the Agreement, ISOC may require the Contractor to extend provision of services under this Agreement for up to 90 days beyond the Termination Date for purposes of assisting with a transfer of responsibilities to a new or interim service provider (the "Transition Period").

b. During the Notice Period and/or any Transition Period, Contractor shall cooperate and assist with a smooth transition of responsibilities to a successor when appointed.

7. ASSIGNMENT: Contractor may not assign or delegate this Agreement (including the Services described in any Attachment or Addendum hereto) or any of its rights or obligations hereunder.

8. WARRANTIES:

a. Contractor warrants that she shall perform all duties and services hereunder in a professional and workmanlike manner in accordance with the highest ethical standards.

9. ENTIRE AGREEMENT: This Agreement is not valid or binding unless and until signed by a duly authorized officer of ISOC and by Contractor. No amendment, modification, extension, release, discharge or waiver of this Agreement, or any provision hereof, shall be valid or binding unless in writing and signed by a duly authorized officer of ISOC and by Contractor. No oral agreement shall be binding on ISOC or Contractor unless and until reduced to writing and signed by a duly authorized officer of ISOC and Contractor. This Agreement, Attachments, and addenda thereto are hereby incorporated in and made a part of this Agreement. In the event of a conflict between the Agreement, Attachment and any addenda, the terms of this Agreement shall prevail.

10. MISCELLANEOUS:

a. Counterparts: This Agreement may be executed in two or more counterparts (and by different parties on separate counterparts) each of which shall be an original, but all of which together shall constitute one and the same instrument.

b. No Violation of Law: If any provision of this Agreement shall be deemed invalid or unenforceable as written, it shall be construed, to the greatest extent possible, in a manner which shall render it valid and enforceable, and any limitations on the scope or duration of any such provision necessary to make it valid and enforceable shall be deemed to a part hereof; no invalidity or unenforceability shall affect any other portion of this Agreement.

c. Choice of Law and Submission to Jurisdiction: This Agreement shall be governed by applicable U.S. federal law and by the laws of the State of Virginia. Contractor and ISOC hereby submit and consent to the jurisdiction of any court of competent jurisdiction located in Fairfax County, Virginia, USA.

d. Paragraph Headings: Paragraph headings contained in this Agreement are for convenience and shall not be considered for any purpose in construing this Agreement.

e. Notices: All notices required or permitted hereunder shall be in writing and delivered in person or mailed, by U. S. mail, facsimile, or electronic mail, to the recipient party at the address shown below:

ISOC:

Internet Society
1775 Wiehle Avenue, Suite 201
Reston, VA 20190-5108

Telephone: (703) 439-2120
Fax: (703) 326-9881

Contractor:

Meetecho S.r.l.
Via Carlo Poerio, 89/A,
80121 - Napoli, Italy

Telephone:
E-mail: info@meetecho.com

The Parties shall indicate their acceptance of this entire Agreement by signing in the appropriate space provided below.

INTERNET SOCIETY:

By: 
Signature

Gregory M. Kapfer
Chief Financial Officer

Date: February 6, 2014

CONTRACTOR: Meetecho S.r.l.

By: 
Signature

Tobia Castaldi
Chief Executive Officer

Date: December 9, 2013

VAT ID #: 06316021218

MEETECHO SRL
Via Carlo Poerio, 89/A
80100 NAPOLI
Part. IVA 06316021218

ATTACHMENT 1

STATEMENT OF WORK

Description:

Real-time streaming and recording of Working Group meeting sessions at the 89th, 90th and 91st IETF meetings. IETF-89 will take place in London (England) from March 2 through 7, 2014; IETF-90 will take place in Toronto (ON, Canada) from July 20 through 25, 2014. IETF-91 will take place in Honolulu (HI, USA) from November 9 through 14, 2014.

At IETF-89, four tracks will be supported, namely four sessions running in parallel in each time frame, plus two plenary sessions.

At IETF-90, six tracks will be supported, namely six sessions running in parallel in each time frame, plus two plenary sessions.

At IETF-91, all tracks will be supported, namely eight sessions running in parallel in each time frame, plus two plenary sessions.

A Meetecho virtual room for each WG, as well as plenary sessions, will be made available at the following addresses:

http://www.meetecho.com/ietf89/WG_NAME

http://www.meetecho.com/ietf90/WG_NAME

http://www.meetecho.com/ietf91/WG_NAME

A synchronized view of the official jabber room, the current slides being presented, a shared note taking editor and an audio/video stream from the room will be made available.

All supported sessions will be recorded and made available for future play-out on IETF-operated servers.

As far as human resources required for the meetings to be broadcast, the Meetecho team will take on the responsibility of educating and managing a pool of local volunteers (e.g., master thesis students, etc.) who will play the role of the “Meetecho scribe” (i.e., to trigger slide changes and point a webcam to the speaker) inside each meeting room. The local volunteers will be contacted and selected (either directly or by delegating Meetecho) by the IETF leadership.