

## ICF Cleveland Blog Agreement

This sets forth the terms of the agreement between ICF Cleveland Chapter (“ICF Cleveland”) and you (“You”) regarding your writing of a blog post for the ICF Cleveland Chapter (the “Agreement”).

**(1) Content:** Subject to the conditions herein, ICF Cleveland will publish on one or more of its online forums content that you provide (“Work”).

**(2) Consideration/Grant of Rights/License:** In consideration of ICF Cleveland publishing the Work, you hereby grant ICF Cleveland the following non-exclusive, royalty-free, sublicenseable, transferable, perpetual and worldwide rights and license in and to the Work:

**a.** The right to reproduce, publish, distribute, display and create derivative works (including translations and advertisements) of any of the Work, in whole or in any part, on or in connection with the Website or otherwise, provided, however, that ICF Cleveland will give you the opportunity to review any derivative work that is a translation, or is a substantial modification, of any Work prior to its publication.

**b.** The right to use your name, likeness or biography and to publish information about you in connection with any of the foregoing rights and uses.

All of the foregoing rights extend to any use of any of the Work in any and all media or format, whether now known or as may hereafter be created, including, but not limited to, all print, other hard copy, digital or electronic media, internet, or wireless or mobile platforms.

**(3) Ownership of Intellectual Property Rights:** Subject to the rights granted to ICF Cleveland pursuant to Section 2, you own and retain all intellectual property rights in any and all Work.

**(4) Representations and Warranties; Covenants; Indemnification; Conflict of Interest:**

**a.** You represent and warrant that: (i) you have the full right and authority to enter into this Agreement, (ii) you are or will be the sole author of the Work, (iii) the Work is or will be your own original work, (iv) the Work does not and will not plagiarize another’s work, (v) the Work has not been assigned, pledged or otherwise encumbered by you or any other person, (vi) the Work contains no intellectual property owned by any third party or, if it does, you have cleared, at your expense, all rights to use such intellectual property in the Work for all of the purposes and rights granted pursuant to Section 2, (vii) the Work does not contain any libelous, obscene or untrue statements or any material that is deceptive, fraudulent or intentionally misleading or that invades any right of privacy or personal right of any person, (viii) the Work and ICF Cleveland’s use of it in accordance with this Agreement does not infringe upon, violate or misappropriate any intellectual property right of any third party or any applicable law or regulation, and (ix) all statements in the Work that are asserted as facts are true or based upon research that would reasonably support its accuracy.

**b.** You shall retain all notes, drafts and copies relating to a Work.

**c.** Prior to submitting a Work to ICF Cleveland, you shall disclose to ICF Cleveland in writing (email) any actual or potential conflict of interest, including, but not limited to, any activities, sponsors, affiliation or interest, financial, political or otherwise, in any product, service, firm, or commercial venture relating to the subject of the Work or any professional, business, political or personal relationship (family or otherwise) with any person mentioned in the Work or to which the Work refers. The Work shall not directly or impliedly endorse any political candidates or political positions.

**d.** Except with the prior written consent or in connection with your membership or affiliation with ICF Cleveland, you will not refer to your association with ICF Cleveland in connection with any promotion or identification of yourself publicly, other than in connection with a Work published on the Website, including in any speaking engagements, public appearances, interviews or any other publication. Only in consideration of your ICF Cleveland membership or affiliation will you use your association with ICF Cleveland to promote yourself or business.

e. You agree to defend, indemnify, and hold harmless ICF Cleveland, and its directors, officers, employees, licensees and agents, against any third-party claim, liability, damages, cost or expense, including reasonable attorneys' fees, arising out of any breach or alleged breach by you of any provision of this Agreement.

**(5) Right not to Publish and to Edit:** Notwithstanding any other provision of this Agreement, ICF Cleveland, in its sole discretion and for any reason, may choose not to publish any Work or may, at any time, remove, withdraw, postpone the publication of or edit the Work, whether in whole or in part.

**(6) Relationship of the Parties:** Nothing herein shall be construed to create an employer-employee, partnership or agency relationship between ICF Cleveland and You. You are an independent contractor and not an employee, partner or agent of ICF Cleveland.

**(7) Term and Termination:** This Agreement shall remain in effect with regards to any Work submitted at any time, indefinitely, unless otherwise determined in writing and signed by both parties.

**(8) Modification/Assignment:** This Agreement contains the entire understanding between ICF Cleveland and You and may not be modified, waived, assigned or discharged except expressly and in a writing signed by both parties. Any assignment of this Agreement in violation of this provision shall be null and void.

**(9) Governing Law/Jurisdiction/Severability/Superseding Agreement:** This Agreement shall be governed by the laws of the State of Ohio without giving effect to any conflict of laws principles thereof. You agree to bring any disputes arising out of this Agreement exclusively to mediation, and conflicts will be resolved through such means. If the conflict is not resolved adequately within 120 days from the beginning of mediation, the conflict may escalate to arbitration or court system. You consent to the exercise of personal jurisdiction by, and to venue in, any such courts. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision. This Agreement supersedes any prior agreement, written or oral, between ICF Cleveland and you pertaining to the subject matter hereof.

**(10) Agreement:** Agreement is made by submission of your Work.

#### **CATALYST BLOGGER GUIDELINES/CODE OF CONDUCT**

1. Be concise. Follow the word count set by ICF Cleveland for your post (350-500 words).
2. Be conversational—write in clear, jargon-free, non-academic language for a general audience.
3. Be transparent and truthful. Use your real identity and voice—be authentic.
4. Don't be afraid to court controversy—a provocative post will attract comments.
5. Don't hesitate to ask questions from your readers—start a conversation.
6. Identify and link to sources whenever feasible.
7. Limit self-promotion.
8. Look for ways to spread the word about the ICF Cleveland blog—link to it in your email signature, leverage Twitter, Facebook and LinkedIn, and simply talk about it!