

Instructions

Thanks for offering to speak at **ApacheCon US 2005** ! This is your speaker information package. It includes the speaker agreement, a book reference form and information about making travel and hotel arrangements. **Please read these documents carefully and completely.**

Here is what you need to do:

1. Read, sign, and fax the speaker agreement (pages 3 through 6) to **+1 818 332 4006** . Please fax back all pages requested as each agreement is specific to the individual speaker.
2. **DO NOT** make lodging arrangements yourself! See the last few pages of the Speaker Agreement for instructions on arranging for lodging and travel. Please email the requested information to **speaker-travel-2005-us@ApacheCon.Com**.
3. Log on to the ApacheCon site and make sure your information is all correct, (telephone numbers, email, surface mail addresses, etc.) Choose the **edit personal details** link after logging on.
4. **DO NOT** register for the main conference; this will be done automatically for you. As a speaker you receive a complimentary registration for the main conference (not including tutorials).
5. **IMPORTANT NOTE:** There have been some changes made to the Speaker Agreement compared to that of previous years. Changes are noted with an asterisk (*) in the following summary:

Conference Speakers will have their travel handled and paid for in the following manner:

1. There is a maximum allotment of **\$500 USD** for travel within the US and **\$750 USD** for international travel.
2. For travel from outside the US: We prefer that you book your own travel as it is often much more affordable from the foreign destination into the US. Once the flight is booked we will be willing to arrange for reimbursement at that time, or we can reimburse you at the conference.
3. We are certainly willing to have our travel agent work with you to see if we can book a flight from here at an equal or better rate.
4. If you require a Letter of Invitation for a Visa application, please send snail mail details to **Delia Frees** at **1396 Skillman Lane, Petaluma CA 94952 USA** , or fax details to **+1-707-780-6377** . Requests for letters must be received by **Nov 1, 2005** .
5. For travel from inside the US we will book your flights. In order to facilitate this, it is essential that you forward the information requested in the Hotel and Travel Instructions section at the end of the Speaker Agreement.
6. **Full Circle Productions** will cover only coach class airfares. Those of you making your own reservations, and seeking reimbursement for travel costs, are advised to keep this in mind.
- 7.* Speakers will be given a one-time payment of **\$50.00** to cover the cost of ground transportation and **\$30.00 per diem** for each Presentation, up to a maximum of **three (3)** presentations or **\$90.00 USD**. This is to offset any out-of-pocket expenses you may incur.

* **PAYMENT:** There will no longer be a Speaker's Fee paid for ApacheCon.

* **PRESENTATIONS:** There is a cancellation policy now in effect. Refer to the Speaker Agreement (following this letter) for details.

TUTORIALS: Tutorial Trainers will be paid for their classes based on enrollment as follows:

1. Each class needs a minimum of **eight (8)** paid enrollments to break even. After a class reaches this minimum number of enrollments, the instructor will receive **thirty percent (30%)** of each subsequent paid enrollment, starting with the **ninth** paid student.
- 2.* Trainers receive a one-time payment of **\$50.00** towards covering the cost of their ground transportation.
3. Trainers' airfare will be handled in the same way as Speaker's travel. (See details above.)
4. Trainers receive a minimum of **five (5)** nights and a maximum of **six (6)** nights in the host hotel

with room and tax paid.

Between **October 15** and **November 12, 2005** we will be tracking the tutorial enrollment closely. We have a strong commitment to work with you in order to develop and increase your class enrollment. Please feel free to contact us during this time to discuss the status of your class.

PLEASE NOTE: A TUTORIAL IS SUBJECT TO CANCELLATION IF THERE ARE NOT ENOUGH PAID ENROLLMENTS TO COVER THE BREAK-EVEN POINT.

We will make final decisions about the status of all tutorials by **November 12, 2005** .

All Tutorial materials have a different deadline than presentation materials. They are not included in the CDROM so you have more time! All tutorial materials are due **November 18, 2005** .

If you're scheduled to give a tutorial and you are making your own travel arrangements, please check with **Full Circle Productions** PRIOR to booking your flight so that we can confirm the viability of your tutorial, which in turn will allow us to accept full financial responsibility for the cost of your flight, to the maximum allowable amount, as stated above.

Thanks again! We look forward to seeing you in San Diego, California!

ApacheCon US 2005 Speaker Agreement

SPEAKER AGREEMENT FORM:

This letter is an agreement between **Jim Driscoll** ("Speaker") and **Full Circle Productions** ("Producer") for services to be rendered by Speaker as an instructor at the **ApacheCon US 2005** conference being held **10-14 December 2005** at the **Sheraton San Diego Hotel & Marina** in **San Diego, California USA** .

SPEAKER COMMITMENTS:

Speaker agrees to prepare and present technical content and instruction at the conference as described in the following sections.

Scheduled Sessions:

MO08 Open Source for Business and Profit
 (60 minutes)

Notes and Handouts:

'Notes' are the presentation aids, such as slides or viewgraphs, which are used during a session presentation. 'Handouts' are documents used for tutorials containing the content of the presentation, as opposed to an outline, and need to be sufficiently detailed such that a non-attendee can get almost as much out of the handout as he/she would have if he/she had attended the presentation.

Speaker will prepare a copy of the presentation notes and handouts and provide them to Producer according to the deadlines described below.

Notes and handouts will only be accepted in Microsoft PowerPoint or Adobe PDF formats. These format requirements are firm and nonnegotiable. If Speaker cannot meet the deadline for the materials, Speaker must contact Producer. Due to the technical nature of the conference, materials are required from every speaker in order to assure that all delegates get the most value from the presentations.

If Speaker cannot submit materials in one or both of the formats described above, Speaker must contact Producer in order to discuss a reasonable solution.

It is recommended that handouts be produced with as simple a visual layout as possible, with dark large type on a white or light-colored background. This will ensure that the content of the slides will be visible from the back of the room and that they will reproduce onto paper in an acceptable way. The conference proceedings and all handouts are being reproduced for the conference on CDROM.

Please include any white papers, tools, bibliographies, links, or other materials that Speaker thinks may be pertinent or add value to the presentation. They will be included on the conference CDROM if practicable. This ancillary material may be in whatever format Speaker desires; it is not limited to PowerPoint or PDF.

Session notes and handouts must be received by Producer by **October 21, 2005** .

PRODUCER COMMITMENTS:

Producer will arrange for and provide the necessary power, network, and audio/visual support for presentations. This support will consist of: one (1) lapel microphone; one (1) LCD projector and screen; and a basic sound system. Speakers are responsible for providing their own computers to drive the projector. (Remember to bring the appropriate power adapters and converters if you are coming internationally.) Any additional audio/visual equipment must be requested in writing by **November 12, 2005** . Producer will make a best-effort attempt to comply with special requests, but cannot

guarantee success. The cost of these special-request items will be charged against the revenues from tutorial registrations when calculating tutorial profits.

Payment:

Producer will compensate Speaker according to the amounts and schedules described below; these amounts constitute the total amount to be paid. In addition, Producer will:

1. Prepay for reasonable coach airfare if booked with the conference travel agent by **October 28, 2005** ;
2. Prepay a **determined number** of nights' hotel room plus tax (unless otherwise arranged);
3. Provide Speaker with one **\$30 per diem** for each presentation, up to a maximum of **three (3)** presentations.
4. Reimburse Speaker for ground travel by paying a flat fee of **\$50.00 USD** ; and
5. Waive Speaker's conference registration fee.

The number of nights covered is calculated from the number of sessions scheduled, plus one, to a maximum of one more than the number of days in the conference.

Producer will pay expenses and fees for ONE (1) speaker per scheduled presentation or tutorial. Additional speakers are not covered, notwithstanding any copy of this agreement executed with them. If a presentation involves multiple speakers, distribution of fees and selection of which receives the travel and lodging allowance must be decided amongst them.

If changes are made to Speaker's itinerary after travel has been booked, Speaker is solely responsible for any additional fees or costs incurred.

All contracts and paperwork must be signed and completed before payment will be issued. All payment will be made by check, cash or bank transfer.

CANCELLATION:

If Producer cancels a presentation or tutorial less than **thirty days** prior to the event, Producer will cover any **agreed upon** airfare that the trainer or presenter may have purchased to attend the conference. Producer may also choose to cover a part of that person's nights in the hotel as originally stated in the agreement. However, no *per diem* or ground transportation costs will be paid.

If the Presenter or Trainer cancels less than **thirty days** prior to the event, they are required to provide Producer with any travel documents that may have been sent to them from our agency. It may also be noted on the conference history.

If the Producer cancels a presentation or tutorial less than **ninety days** but more than **thirty days** prior to the event then the Producer may choose to cover any **agreed upon** airfare that the Trainer or Presenter may have purchased to attend the conference. However, please remember no airfare may be purchased independently without prior authorization for this to apply. Producer may also choose to cover a part of that person's nights in the hotel as originally stated in the agreement. However, no *per diem* or ground transportation costs will be paid.

If the Presenter or Trainer cancels less than **ninety days** but more than **thirty days** prior to the event then they need to provide the Producer with any travel documents that may have been sent to them from our agency. It may also be noted on the conference history.

POLICIES:

By signing and returning this agreement, Speaker acknowledges that he/she has read, understood, and agrees to be bound by the policies set forth in this agreement and on the ApacheCon Web site at

<http://ApacheCon.Com/html/policies.html>

1. The ApacheCon management reserves the right to cancel any session or tutorial, at any time and for any reason, including on-site and after the presentation has begun. If a session is cancelled, the ApacheCon management may

adjust or cancel the speaking fee accordingly.

2. All presentations will be objective and vendor-neutral, and will not include any product pitches.
3. Presentations must fulfill their allotted time slot. Dismissing attendees twenty minutes early is not acceptable!
4. If notes and handouts are not received by the deadline, the ApacheCon management may adjust or cancel future speaking opportunities.
5. By agreeing to present, Speaker grants the Apache Software Foundation and its designated agents a perpetual, non-exclusive, irrevocable, and unencumbered license to reproduce the presentation and materials in any format, in order to make them available to conference delegates and others, for fee or gratis. Speaker waives all claims to any portion of any monies accruing from such distribution.
6. Producer assumes the cost of reproducing and distributing presentation materials to delegates.

If Speaker violates or fails to comply with any of these policies, the ApacheCon management will take appropriate actions.

SIGNATURES:

By signing this agreement, all parties affirm that they understand its terms and consent to be bound by them in their entirety.

Speaker

Signature

Date

Printed Name

Social Security Number/Tax ID Number

For Full Circle Productions and ApacheCon US 2005

Signature

Date

Printed Name

Speaker's Address:

Jim Driscoll
Sun Microsystems, Inc.
MS USCA14-301 4140 Network Circle
Santa Clara, California
95054
USA

--- END OF SPEAKER AGREEMENT ---

HOTEL AND TRAVEL INSTRUCTIONS

IF TRAVELLING FROM OUTSIDE THE U.S.:

We prefer that you book your own tickets. Once you have made a ticket reservation, please forward your booking contact information to us. This includes the ticket agent's name, their telephone, fax and email, your flight information (airline, flight numbers, dates and times.) Email this information to [**speaker-travel-2005-us@ApacheCon.Com**](mailto:speaker-travel-2005-us@ApacheCon.Com) or fax it to **818-332-4006** .

Reimbursement will take place either prior to or at the conference. Please note that you will only receive up to the maximum **\$750 USD** reimbursement.

If you require a Letter of Invitation for a Visa application, please send your snail mail and/or fax details to [**Delia@Apachecon.com**](mailto:Delia@Apachecon.com) . Requests for letters must be received by **November 1, 2005** .

IF TRAVELLING FROM WITHIN THE U.S.:

Please email the following information to [**speaker-travel-2005-us@ApacheCon.Com**](mailto:speaker-travel-2005-us@ApacheCon.Com) no later than **October 28, 2005** , so that we can arrange your travel for the upcoming **ApacheCon US 2005** .

1. Your name as it appears on the identification that you plan to use when you check into the hotel and/or airport.
2. City and airport of departure.
3. Preferred time of departure.
4. Date of arrival in San Diego.
5. Date of departure from San Diego.
6. Preferred time of departure from San Diego.
7. Seat preference.
8. Meal preference.
9. Preferred airline and FF mileage number (if you have enough miles to upgrade and wish to, please let us know.)
10. A snail mail address where you can receive a FED EX package (in case we need to ship you the airline tickets.)
11. A telephone number for the FED EX waybill.

HOTEL RESERVATIONS:

In addition to your travel information, please email the following information to [**speaker-travel-2005-us@ApacheCon.Com**](mailto:speaker-travel-2005-us@ApacheCon.Com) so that we can arrange your lodging for the upcoming **ApacheCon US 2005** .

1. Date of check in (if different from flight arrival.)
2. Date of check out (if different from flight departure).
3. 1 or 2 beds.
4. Smoking or non-smoking.
5. Any other special requirements (wheelchair accessible, *etc* .).

Full Circle Productions will pay up to **4** nights for Speakers and up to **6** nights for Tutorial Trainers but we will make reservations at the hotel for whatever dates you would like. You will be responsible for the cost of any room nights beyond the number of nights stated on your Speaker's Agreement. In addition, a credit card will be required at check in to secure any additional expenses for your room.

If you are making your own travel arrangements, please forward your itinerary to us so that we can make the appropriate hotel reservations. ApacheCon only covers coach class airfares and for those making their own travel who will be seeking reimbursement for travel costs, please check the guidelines as detailed in the Speakers Agreement.

Please forward all information to us *via* fax or email no later than **October 28, 2005** . Failure to provide us with travel information by the specified date may result in the loss of your speaking slot.

Email your travel & hotel information to **speaker-travel-2005-us@ApacheCon.Com** or fax it to **818-332-4006** .

Thank you.