



## Career Fair Terms and Conditions

### **Binding Employer Terms and Conditions**

The Employer Application (the “Application”) and Confirmation of acceptance of that Application constitute a contract between the Employer, and the National Academy of Sciences on behalf of the Transportation Research Board (referred to herein as “TRB”), regarding the Employer’s virtual booth in the 2021 Career Fair (referred to herein as “Career Fair”), which will be held online, on Friday, January 22, 2021, during the online TRB Annual Meeting. By applying for a booth in the Career Fair, the Employer agrees to adhere to and be bound by all terms outlined in these Terms and Conditions, which are incorporated in the Application as if fully set out therein. Any violation of the Terms and Conditions could subject the Employer to one or more of the following at the discretion of TRB: Suspension of future participation privileges or expulsion from the current Career Fair. In the event of any such actions, Employer acknowledges and agrees that TRB is not liable to Employer for any refunds of fees for its both or for any of the Employer’s other expenses related to their participation in the Career Fair.

### **Nature of the Exposition**

Employer affirms that their participation in the Career Fair is for the sole purpose of meeting with job candidates to consider them for employment in the Employer’s organization. Employer shall not use its booth for the purpose of promoting the sale of Employer’s products or services to meeting attendees. Employer shall not sublet its booth, nor any part thereof, to any other organization, nor shall Employer solicit candidates for jobs at any organization other than its own.

### **Booth Functionality**

Employer’s booth will include the ability to:

- Customize colors of booth, and to display logo and copy on virtual signs.
- Post a video for viewing by job candidates.
- Post PDF documents, available for immediate download by job candidates.
- Communicate via chat among all staff and job candidates in the booth.
- Initiate real-time one-on-one video meetings.

### **Employer Setup**

If the Employer books a booth by November 15, 2020, it can begin setting up the booth on December 1, 2020. If it books after November 15, 2020, it can begin setting up approximately two weeks after booking. TRB will provide instructions on how to set up the booth. Employer’s booth must be set up and ready for viewing by job candidates no later than 5:00 PM Eastern Time on January 18, 2021. If Employer fails to set up by that time, TRB reserves the right to remove the Employer’s booth from the virtual Career Fair, with no refund to the Employer. Failure to set up a booth does not relieve Employer of its obligation to pay the full rental charge for the booth. For purposes of this paragraph “set up” is defined as uploading content, whether text, video, or file attachment(s), about the Employer’s organization and job opportunities.

### **Career Fair Hours**

The Career Fair will be held online from 10:00 AM to 2:00 PM (Eastern Time) on Friday, January 22, 2021. During this time, the Employer must have at least one staff member in the booth, to meet with job candidates.

### **Employer Registration and Booth Editors**

The Employer’s booth staff must be registered for the TRB Annual Meeting. TRB’s designated vendor, Spargo, Inc. will provide a form that the Employer may use to register its staff. The Employer is entitled to unlimited complimentary Booth Staff Only registrations, which provide access to the Career Fair and to the virtual exhibit hall. In addition, the Employer may designate one or more of those Booth Staff registrants to be “Booth Editors,” who are authorized to build, design, and edit the Employer’s booth. Deadline for Employer registration is 5:00 PM Eastern Time on January 11, 2021. No refund will be given if Employer has not registered its staff by this deadline. Each individual must be registered with a unique email.

### **Payments**

Full payment is due with the Application. Failure to make payments does not release the Employer's contracted or financial obligations.

### **Cancellation**

Any cancellation must be submitted to TRB in writing. If Employer should cancel its booth, Employer shall be liable for the full booth fee as liquidated damages.

### **Giveaways and Drawings**

Giveaways are permitted to the extent such giveaways are professional and small in nature. Value shall not exceed \$20 per item. Drawings may be permitted, subject to the prior written approval of TRB. When permitted, there shall be not more than one drawing per day; no charge may be made for entry into the drawing; and the value of prizes given away shall not exceed \$100. Employer shall be responsible for complying with all applicable laws for hosting giveaways and/or drawings, and such giveaways and drawings are void where prohibited.

### **Employer Responsibility for Professional Conduct**

It is the responsibility of the Employer to ensure that all of its representatives are aware of, and adhere to, these Terms and Conditions, and conduct themselves in a professional manner. All representatives of the Employer must be registered for the meeting, in order to be able to interact with participants. Any Employer representatives conducting themselves in a manner not deemed to be professional by TRB staff may be subject to having their registration revoked.

### **Hyperlinks within Booth**

The Employer may include hyperlinks within its booth, to direct attendees to its own websites or virtual events outside of the virtual Annual Meeting environment. However, any such hyperlinks must be formatted to open in a separate window or tab, so as not to force the attendees to exit the virtual Annual Meeting environment.

### **TRB Logo and Use of TRB Annual Meeting Graphic**

Except as indicated in this paragraph, the use of any names and/or logos belonging to TRB is strictly prohibited. The 2021 TRB Annual Meeting graphic (pictured at the top of page 1) is available for use by the Employer, subject to written approval by TRB. Contact [exhibitcontracts@spargo.com](mailto:exhibitcontracts@spargo.com) for artwork, and specify your preferred width, in pixels. A final copy of any item bearing the TRB Annual Meeting graphic must be submitted for approval to [exhibitcontracts@spargo.com](mailto:exhibitcontracts@spargo.com). The Employer must clearly state on any item bearing the graphic that they are participating in the Career Fair at the TRB Annual Meeting. Any use must not imply or infer that the Employer is representing TRB or that any partnership exists with TRB, or that TRB endorses the Employer and/or its products or services. The graphic may not be altered in any way. The graphic may not be used as a header for a web page, email, or document.

### **Photography / Recording by Employers**

The Employer's employees, representatives, and agents may not photograph, video-record, or audio-record any other Career Fair booth, exhibit booth, or Annual Meeting events, except with the written permission of the TRB and the representative of any booth being photographed/recorded.

### **Photography / Recording of Employers' Images**

The Employer agrees that the voices and likenesses of its employees, representatives, and agents may be photographed or recorded by TRB or its agents for use in any media now known or hereafter devised in perpetuity, and hereby releases TRB from any liability due to such usage.

### **Chat and Online Presence**

The Employer agrees that, whenever its staff are logged into the virtual TRB Annual Meeting, their names (but not contact information) will be visible to other meeting participants, and that those other participants can send chat messages to the Employer's staff within the virtual meeting environment. The Employer further agrees that any messages that its staff submit via chat during the meeting may be recorded by TRB or its agents for use during the meeting in real-time, and may potentially be viewed by other participants in the meeting, and the Employer hereby releases TRB from any liability due to such usage.

**Inappropriate Content**

TRB reserves the right to remove content from Employer’s booth, if such content is, in TRB’s sole judgement, inappropriate to the nature of the Career Fair.

**Americans with Disabilities Act**

The Employer shall be solely responsible for complying with the Americans with Disabilities Act (ADA) with regard to its virtual booth, and shall be responsible for any claims arising out of the acts or omissions of Employer or its employees or agents.

**Waiver of Rights**

Any rights of TRB under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of TRB.

**Indemnification**

To the extent permissible by law, the Employer shall indemnify and hold harmless National Academy of Sciences, Spargo, Inc., and their respective officers, directors, agents, and employees; from and against any and all liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney’s fees) on account of personal injury, death, or damage to or loss of property arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Employer, its employees, agents, contractors, members, patrons, or invitees. The foregoing shall not apply with respect to any liability, damage, or loss directly and solely caused by the gross negligence or willful misconduct of TRB.

**Location of Booth in Virtual Environment**

The virtual Career Fair will be organized into multiple “floors,” each with no more than nine booths. TRB retains the exclusive right to determine the “floor” on which Employer’s booth will be located, and the position of Employer’s booth on that floor.

**Music**

If the Employer uses music, then the Employer must ensure that licensing fees for such use have been paid to the appropriate agency, i.e., ASCAP or BMI. TRB is not responsible for any licensing fees for music played in Employer’s booth.

**Subleasing**

Employer may not sublet its booth, nor any part thereof. Employer shall not permit representatives of companies other than the Employer’s to operate from its booth. Determinations of TRB shall, in all instances, be final with regard to use of Career Fair booths.

**Job Board Listings**

TRB will provide the Employer with a comp code that the Employer can use to obtain unlimited job board listings on the online TRB Career Center (<https://careers.mytrb.org/>), throughout the month of February, 2021.

**Amendment and Additional Rules**

Any matters not specifically covered by the preceding Terms and Conditions shall be subject solely to the decision of TRB. At any time, TRB may amend or add to these Terms and Conditions, and all such amendments and/or additions shall be binding on the Employer.

Updated 12/2/2020