



# **Nerding Out on Contracts: A Gathering of Contract Connoisseurs**

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# First, a Look Into Our Crystal Ball





# Political and Social Concerns Domestic & Global

# Sample Clause: Morality

It shall be considered an incident of force majeure, and thus relieve Event Sponsor of any obligation to Property under this Agreement, including but not limited to waiver of any cancellation or attrition penalties, and Event Sponsor will receive in full a refund of any amounts paid to Property pursuant to this Agreement, if, at any time between the effective date of this Agreement and the beginning dates of Event Sponsor's event, Event Sponsor provides written notice to Property of cancellation of this Agreement based upon any state or local government arm, including a legislature, board or agency in the jurisdiction of the Property, having enacted legislation or regulation that has the effect of **:1) repealing existing legal protections or prohibiting the passage of legal protections for Subject Individuals; 2) Allowing discrimination against Subject Individuals in employment, housing, or public accommodations or services; or 3) prohibiting Subject Individuals from accessing facilities (including, but not limited to, restrooms) where "Subject Individuals" are those identified in the legislation or regulation based on race, color, religion, national origin, age, marital status, personal appearance, sexual orientation, gender identity, family responsibility, political affiliation, or disability.**

# Sample Clause: Frustration of Purpose

Hotel acknowledges that Group's purpose for holding this Program is \_\_\_\_\_ (“Purpose”). Frustration of Purpose Should the city, county, state or federal government pass an ordinance, rule, or law that is contrary to the Group’s Purpose, then Group may terminate this Agreement with written notice to Hotel without liability.

# What can we do?

- Consider these issues before booking. Identify your organization's values and "deal breakers" and bring them into the discussion at the RFP stage.
- Instead of cancelling or moving a meeting, consider ways to hold the meeting in a manner that aligns with your organization's values. DMO and other local partners can assist with a plan to hold a meeting
- Social Offset -- Donates part of your registration fee or other donations to the charity of your choice (LGBT issues, Reproductive freedom, Racial justice, etc.) to offset the political or social issue of the destination you are meeting in.



Sustainability



# Sustainability

- Increased focus on Sustainability across the industry that is coming through in client and supplier contracts.
- Robust, time intensive questionnaires and reporting.
- “Carbon Neutrality Fee” means (i) with respect to Supplier’s failure to deliver the Products and/or Services on a Carbon Neutral Basis, an amount equal to the cost of carbon credits that must be purchased to offset each metric ton of CO<sub>2</sub>e that the Total Emissions, as stated in a given Emissions Report or as reasonably determined by Client, exceed zero or (ii) with respect of any other breach of this Section 2.2, one half of one percent (0.5%) of the aggregate amount paid by Client to Supplier or invoiced by Supplier to Client over the prior twelve (12) months.”



# Data Privacy & Security

# What's happening?

1

**EU adopted  
GDPR in  
2018**

2

California  
implemented  
regulations in 2020

3

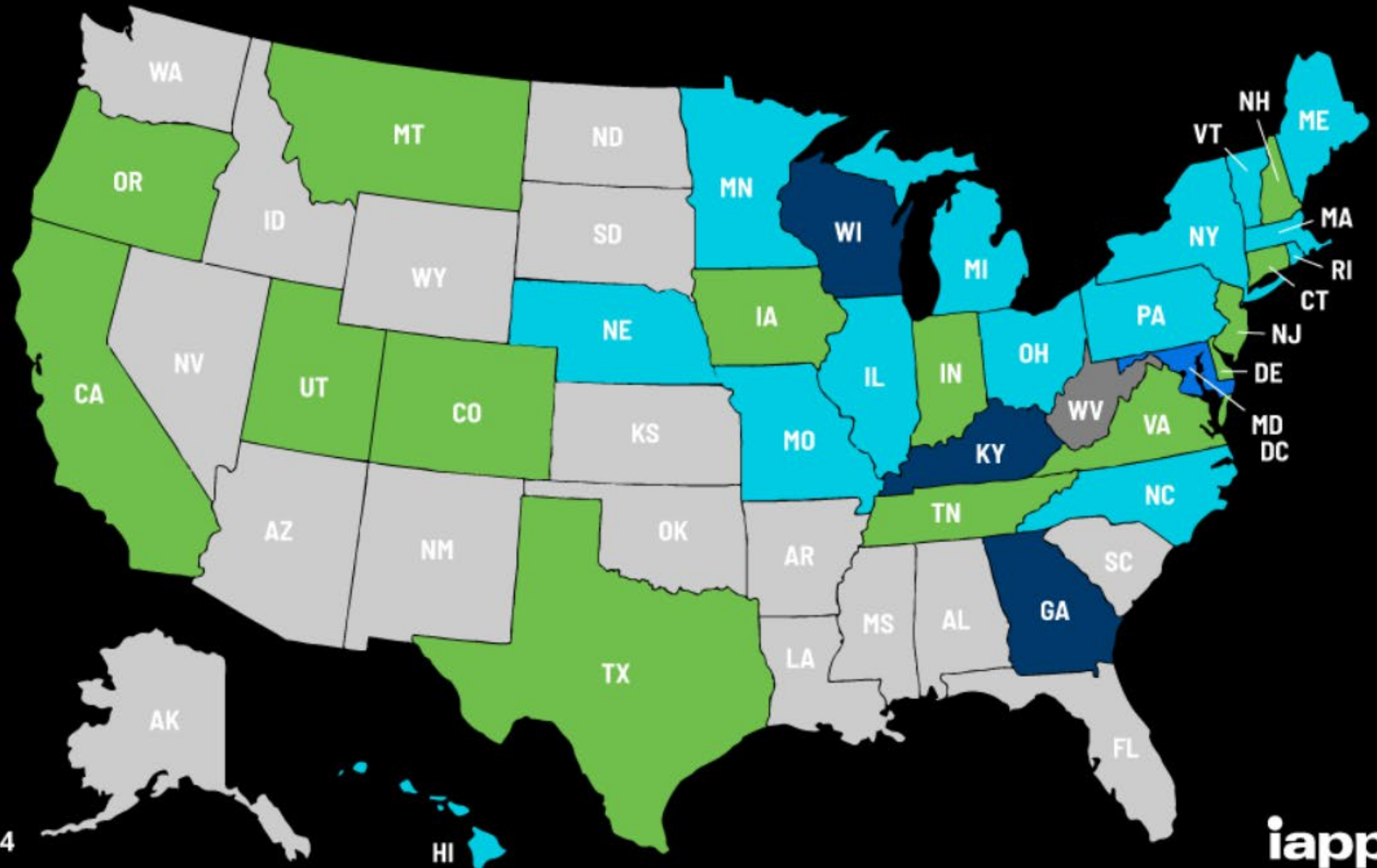
Other U.S.  
states followed

Even more U.S.  
states following,  
with  
implications for  
event  
organizers.

# US State Privacy Legislation Tracker 2024

## Statute/bill in legislative process

- Introduced
- In committee
- In cross chamber
- In cross committee
- Passed
- Signed
- Inactive bills
- No comprehensive bills introduced



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# What do I need to know?



## Data Minimization

Reducing the overall personal information stored by each organization



## Security

Ensuring the personal information stored is as safe as possible



## Notice Requirements

Telling individuals how and when their information will be used and shared



## Consumer Rights

Giving individuals increased control over how and when their information will be used and shared

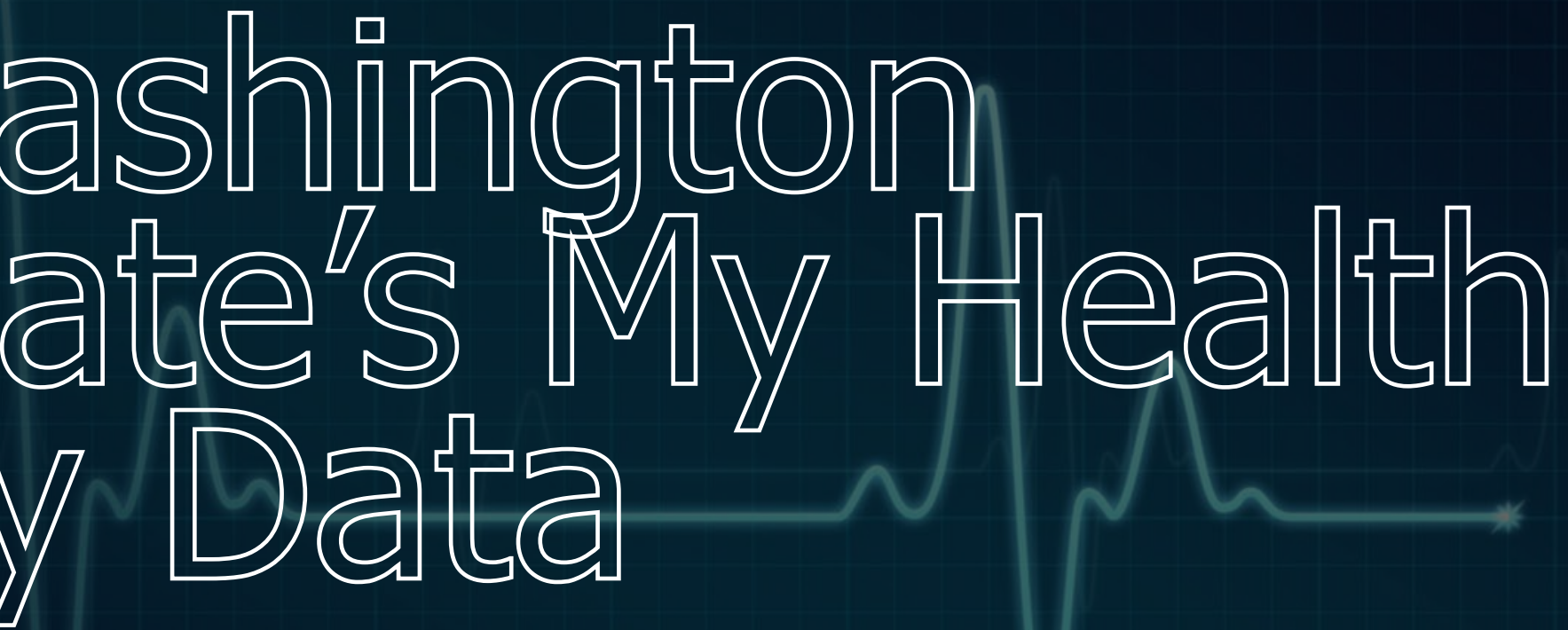


## Contractual Requirements

Using contracts to outline obligations around collected personal information



# Washington State's My Health My Data

A light blue ECG (heart rate) line graphic that runs horizontally across the middle of the page, with several peaks and troughs, set against a dark blue grid background.

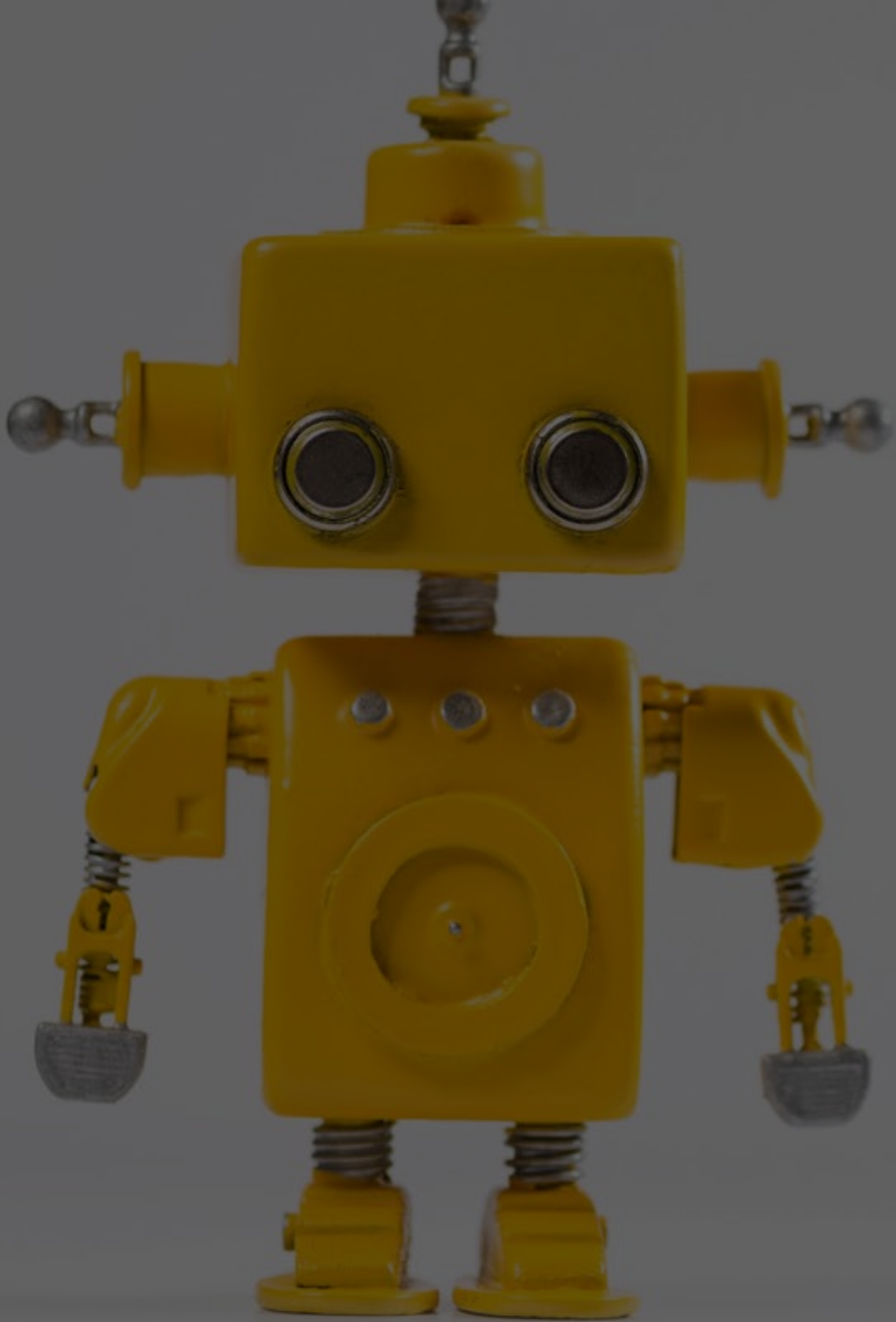
# What It Covers

## Washington's My Health My Data Act

- Applies to Washington State residents and data collected in Washington
- No carve out for non-profits
- Requirements around notice, opt-in to collect/share, security, vendor management and data sales
- Increases individual rights
- Private right of action with civil penalties up to \$12,500 – anyone can sue

### **What qualifies as consumer health data?**

- Individual health conditions, treatment, diseases or diagnosis
- Social, psychological, behavioral and medical interventions
- Biometric data



AI



# AI Guidelines

Ensure fair employment practices



Respect intellectual property rights



Respect data privacy and confidentiality requirements



Avoid plagiarism



Ensure information security



Mitigate the impact of inaccuracies and hallucinations



Prevent against bias and discrimination



Respect customer contracts and information



# AI Guidelines



## Ensure fair employment practices

We must ensure that AI Tools are not used in a manner that violates employment laws in all applicable regions and jurisdictions, and that all AI Tool uses meet the compliance requirements and regulatory standards in each such jurisdiction.



## Respect data privacy and confidentiality requirements

Our AI Tool use must comply with data protection laws, and we must ensure that any privileged, confidential, personal or otherwise sensitive data is not entered into an AI Tool without prior approval.



## Ensure information security

As with any other third-party tool, a publicly available AI Tool may create information security risks. Before using a specific AI Tool, we must confirm that the ISO has approved of its use.



## Prevent against bias and discrimination

Because AI Tools emulate the data on which they are trained, and respond to human user prompts, they could potentially create biased or unprofessional content.



## Respect intellectual property rights

The ownership of content created using AI depends in part on the terms of service of the tool being used, and on applicable law. Our policy is not to use AI to create content over which we intend to assert copyright or other ownership and use rights, unless the use and those rights have been approved in advance.



## Avoid plagiarism

AI Tools may produce content sufficiently similar to the data on which it has been trained to create plagiarism risks. We must ensure that our AI Tool use does not infringe on the intellectual property rights of others.



## Mitigate the impact of inaccuracies and hallucinations

Since AI Tools are limited to the data they have been trained on, the resulting content could be inaccurate. In addition, AI Tools have been known to “hallucinate” and make up content that is seemingly responsive to your inputs.



## Respect customer contracts and information

We must ensure that AI Tools are not used in a manner that violates data-use, privacy, confidentiality and other terms agreed upon in the Company’s customer contracts or otherwise applicable to customer information.

# Sample Language

**Artificial Intelligence.** In no event may or shall Vendor use any artificial intelligence (“AI”), including generative artificial intelligence, products or services to perform the Services or generate or produce any Work Product (or any components thereof) without the express prior written consent of Company. Additionally, in no event may or shall Vendor include any Work Product, Company Data or Company Confidential Information in a data set used in the creation of any AI or make it otherwise accessible to any AI without the express prior written consent of Company. As a condition to use by Vendor to generate or product Work Product with AI, Vendor must ensure that (i) Vendor has full rights and licenses to such products and services, (ii) Vendor obtains all Intellectual Property Rights and all rights and title to the output of or from such products and services, and that it may transfer such ownership of such output to Company if included in any Deliverable, and (iii) Vendor is solely responsible for verifying and ensuring the quality and accuracy of any the output of from such products and services.

Now, a Look  
Into YOUR  
Crystal Ball



# Questions

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- Which of the legal issues we've discussed keeps you up at night?
- What isn't on our list that's on yours?
- What 'out of left field' issue do you think we might be facing in the next 3, 5, or 15 years that isn't on anyone's radar today?