

Exploring Event Project Cancellations through the Multi-Attribute Decision Making Models^{1, 2}

Janette Chea

Abstract

Event management has always been one of the biggest challenges when it comes to managing a project because it is one of those sectors where the risk of cancellation is omnipresent. Because of this reason, event planners must protect themselves against the risk of excessive cancellation that could result to non-payment. A cancellation clause defines what can be considered as a valid cancellation and protects the work that has been done. Given this definition, this paper aims to determine the best options for event planners to prevent their works from cancellation. As many different contract clauses exist, this analysis relies on the Multi-Attribute Decision Making Models to compare them and to provide complete information to help Event planners to choose the best options that can protect them from cancellation. Resulting from this analysis, the cancellation clause is considered as the best option but event planners should always optimize its protection and it is recommended to use several protection clauses.

Keywords: Contract cancellation, Event management, Cancellation clause, Event planning, Terms and conditions, Indemnification, Contract negotiation

Introduction

Project management can be compared to *the preferred option to create, acquire, update, maintain expand and eventually dispose of organizational asset*³. Event management has always been one of the biggest challenges when it comes to project management, it includes project management's five keys processes: the initiation process, the event planning process, the executing process, the monitoring and controlling process and the event closing process.

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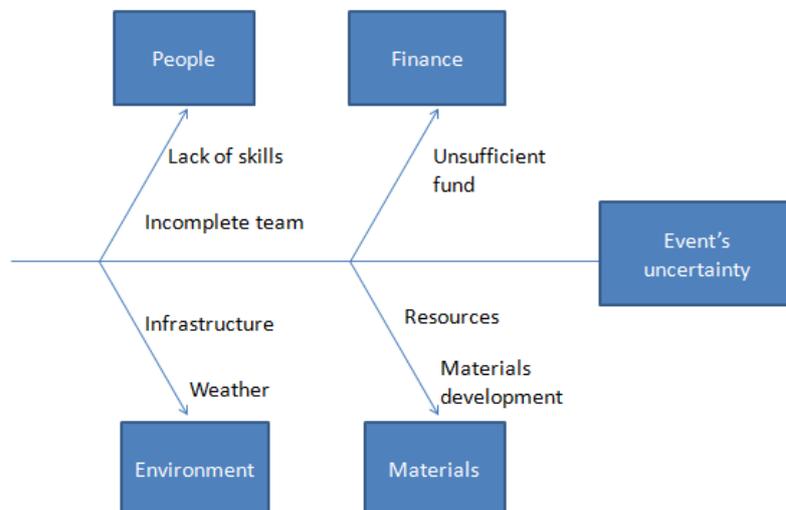
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³ Guild of Project Controls Compendium and Reference (2015, November 02). Managing project controls. Retrieved from <http://www.planningplanet.com/guild/gpccar/introduction-to-managing-project-controls>

Through these steps, the project manager of the event, also known as the project manager, will have to plan the event, create it, control it and maintain it using the available resources or assets.

An asset is a *tangible or intangible resource with economic value that an individual, corporation or country owns or controls with the expectation that it will provide future benefit*⁴, and by using those, the project manager of the event does expect to gain a certain benefit at the end of the event.

But event management has always been one of the biggest challenges when it comes to project management. This is due to the uncertainty of the sector, as the project does not always goes as the project's manager plan and has a large scope of risk. The Guild of Project Control gives a definition of risk as *"a probability or threat of damage, injury, liability, loss, or any other negative occurrence that is caused by external or internal vulnerabilities, and that may be avoided through preemptive action"*⁵. Given this definition, it is understandable that the risk of cancellation in an event project can be avoided thanks to anticipated action done by the event manager. This is why the project manager needs to take into account all the risks that could happen and prevent the good proceedings of the event to avoid cancellation or re-scheduling. We can never know how things are going to be, and it is impossible to plan an alternative to every situation that could negatively affect an event. As a consequence, events do not go as planner and could, thus, even be cancelled.



Figure#1 – Root Cause analysis using a Fishbone Diagram⁶

⁴ Guild of Project Controls Compendium and Reference (2015, November 02). Managing project controls. Retrieved from <http://www.planningplanet.com/guild/gpccar/introduction-to-managing-project-controls>

⁵ Guild of Project Controls Compendium and Reference (2015, November 02). Managing risk and opportunity. Retrieved from <http://www.planningplanet.com/guild/gpccar/introduction-to-managing-risk-and-opportunity>

⁶ By author (2018, October), Few causes of event's uncertainty

It causes a complex situation where none of the parts of the contract wants a cancellation to happen as it involves many people, moneys, efforts and times of work. It would raise a big conflict regarding the responsibility of each and the cover, including who will pay the lost assuming that it is hard to clearly define a guilty party. Facing this uncertainty, the contract used to run the event must clearly determine what to do in case of cancellation and provide insurance to both the customer and the event planner regarding the possibilities of cancellation. Indeed, by using a good contract, responsibilities can be assigned regarding the cancellation is coming from the event planner, the guest or the customer.

As a customer, you expect the success of the even you have been offered and to receive the service requested. Of course, if things are likely to go wrong, you will like compensation and to be sure that there will be no negative consequences on you. As an event planner, even if you want everything to go well, you know that it is almost impossible and you would protect yourself beforehand. Therefore, you want to negotiate cancellations terms in a way to minimize the financial damage in case of cancellation. Indeed, the cancellation of an event can result in the loss of the whole payment due.

Methodology:

Step 1: Problem definition

This paper aims to give information about cancellation and to help and advises all project managers who have to face a cancellation coming from their clients, their suppliers or themselves. Since the consequences of the cancellation clause in the event sector is really diverse, depending on the type of event, the resources used in these researches are various comings from event planner's website, articles and contracts. Through this paper, the following questions will be considered to analyzing the issue of cancellation in the event sector:

- Which cancellation clause must the contractor use to be well protected?
- What are the options given by contract clauses to protect event planners of cancellation from themselves, suppliers or cancellation?

Step 2: Feasible alternatives

This paper is aiming to provide information and advises about event cancellation that project managers need to know if they would like to cancel an event while protecting them through the event contract. The cancellation can come from the project manager, the project manager's suppliers for the event or the client. Event manager can be protected from cancellation through several clauses:

- Cancellation Clause
- Termination Clause
 - For Convenience
 - For cause
- Achievement Clause

- Management-change Clause
- Payment Clause
- Refund Clause
- Obligation Clause
- Agreement Clause
- Indemnification Clause
- Non-cancellation Clause

Step 3: Development of the feasible alternatives

- Cancellation Clause⁷

The cancellation clause is mandatory in a contract as it is an agreement between the contractors and the owners regarding the statements and rules about a cancellation. It is a basic protection against event cancellation as it ensures the event manager to get the due payment for the work done until the cancellation. It must include a definition of a valid cancellation for both parties so to determine in which case the cancellation is acceptable.

- Termination Clause

A termination clause is also known as the force majeure clause as it covers cancellation due to unforeseeable events that are none of the parties' responsibility. It includes weather-related incidents, war, terrorism, government shut down, etc. In that special case, the contractors and the owners are released from their obligation and can decide whether they would like the cancellation to be temporary or permanent. The termination clause must define the acceptable circumstances, and who will have to decide if the event should be maintained, cancelled or re-scheduled.

- Termination Clause for convenience⁸

The termination clause for convenience is used to provide the contract's owner the choice to terminate the remaining balance of the work needed for a reason other than the contractor's default.

- Termination Clause for cause⁹

The termination clause for cause gives the right to the contract's owner and the contractor to whether completely or partially terminate performance of the contract under provisions of a termination clause.

⁷ Business dictionary (n.d). Cancellation clause. Retrieved from

<http://www.businessdictionary.com/definition/cancellation-clause.html>

⁸ Business dictionary (n.d). Termination for convenience clause. Retrieved from

<http://www.businessdictionary.com/definition/termination-for-convenience.html>

⁹ Business dictionary (n.d). Termination for cause clause. Retrieved from

<http://www.businessdictionary.com/definition/termination-for-cause.html>

- Achievement Clause¹⁰

The achievement clause is a clause which is going to set few objectives in the event that will need to be realized. It can guarantee that the event or a part of it will take place regardless of what could happen. In case of difficulties, the event will then, not be cancelled but re-scheduled. The achievement clause usually satisfies both parties as the project manager is sure to be able to plan an event and gain money while the owners is sure to get the wanted event or part.

- Management-change clause¹¹

The management-change clause is protecting the event manager from the owner breaking a contract because of an organizational change in the hiring company. Indeed, it can happen that in the middle of the event, the company or board changes and decides to cancel events. Thanks to this clause, the project manager can ask the project to be done before the organizational change. Usually, the clause is agreed by both parties as the organization would like to finish the started project before leaving.

- Payment clause¹²

The Payment clause is mandatory and ensures the event planner to get the due payment. It provides a payment schedule spread as different periods of the event. It means that if the event is cancelled at some point, the event planner would have gained the money due for the work done before the cancellation. This is not a clause that prevent from cancellation but it reduces its impact.

- Refund Clause¹³

The refund clause is the clause that constrains the party responsible for a cancellation that does not meet the acceptable cancellation terms to refund the other party. The responsible party will then, have no other choice but pay for the damages caused including the expenses already paid by the event planner. Even if this clause is accepted with difficulty as it shows a possible failure in the event, it ensures the event planner to be refunded in case the owner decides to cancel. This is not a clause that prevent from cancellation, but it reduces its impact.

- Obligation Clause¹⁴

¹⁰ Law Insider (n.d). Termination after achievement of the Research Milestone Event. Retrieved from <https://www.lawinsider.com/clause/termination-after-achievement-of-the-research-milestone-event-no-3>

¹¹ Peter M.Watt-Morse and Glen W. Rectenwald (n.d). Contract corner: change management in commercial contracts (Part 2). Retrieved from <https://www.lexology.com/library/detail.aspx?g=8cbe9bf0-f0a5-4453-9b37-3800bf0152f2>

¹² Practical Law Commercial Transactions (n.d). General contract clauses: Payment terms. Retrieved from [https://uk.practicallaw.thomsonreuters.com/0-506-8179?transitionType=Default&contextData=\(sc.Default\)&firstPage=true&comp=pluk&bhcp=1](https://uk.practicallaw.thomsonreuters.com/0-506-8179?transitionType=Default&contextData=(sc.Default)&firstPage=true&comp=pluk&bhcp=1)

¹³ 1st Formations (n.d). 1st Formations Refund and Cancellation Policy. Retrieved from <https://www.1stformations.co.uk/refund-cancellation-policy/>

¹⁴ Lexigone (2017, October 26). Ces clauses qui survivent à la fin des contrats. Retrieved from <https://www.lexigone.fr/ces-clauses-qui-surviennent-a-la-fin-des-contrats/>

The obligation clause is a very strict clause that forces both parties to respect their commitments no matter what happen. It is very difficult to include and respect this clause is a force majeure could make an event impossible.

- Agreement Clause¹⁵

The agreement clause is a clause that states an agreement from both parties regarding all the cancellation and terms conditions to avoid any conflict or misunderstanding. It is very difficult to include this clause as it would take too much time to discuss all the cancellation and terms conditions of the clause in order to reach an agreement.

- Indemnification Clause¹⁶

The indemnification clause is forcing the party responsible of the cancellation to pay a certain amount of money to the other party. The party cancelling the event will then have to pay the whole due payment. This clause is rarely accepted by both parties as the canceller can be whether the contractors or the owners, and it is risky to guarantee a payment in this situation as an event cancellation can appear because of out-of control reasons.

- Non-cancellation Clause¹⁷

The non-cancellation clause forbids both parties to cancel an event, no matter what happen. It is obviously a clause that is difficult to include and to be accepted as an event cancellation can appear because of out-of control reasons.

Step 4: Selection of the criteria

In order to optimize the event planner's protection against cancellation, it is necessary to analyze all the different clauses in contracts. The comparison will be based on different attributes used to compare them:

- *The level of protection*¹⁸/The importance of the protection which is the efficiency of the protection provided by the clause
- *The level of power*¹⁹ which is the strength of the impact on the contract's both parties
- *The level of acceptance*²⁰ which is evaluating the agreement of the contract's both parties regarding the clause

¹⁵ Contractology (n.d). Entire Agreement Clause. Retrieved from <https://www.contractology.com/entire-agreement-clause.html>

¹⁶ ContractStandards (n.d). Indemnification, Overview. Retrieved from <https://www.contractstandards.com/public/clauses/indemnity>

¹⁷ Imam Muskab (2016, December 18). Non cancellation clause. Retrieved from <https://ahliasuransi.com/non-cancellation-clause/>

¹⁸ Ally Lozano (2018, August 7). How contracts can protect you and your business. Retrieved from <https://www.forbes.com/sites/yec/2018/08/07/how-contracts-can-protect-you-and-your-business/#33a734c35f1f>

¹⁹ Hugh Evander Willis (1952). Contracts: A law of rights, powers, privileges and immunities. Retrieved from <https://www.repository.law.indiana.edu/cgi/viewcontent.cgi?article=2336&context=ilj>

²⁰ Upcounsel (n.d). Accepting a contract: Everything you need to know. Retrieved from <https://www.upcounsel.com/accepting-a-contract>

The attributes will be compared using a gradual notation system from 1 to 5 saying that the lower is the attribute; the lower is the impact of the clause.

1	2	3	4	5
Poor	Fair	Good	Very good	Excellent

And the clauses are going to be put in order from the one with the best score to the lowest score in the table:

Feasible Alternatives	Attributes			
	Level of protection	Level of power	Level of acceptance	Total
Cancellation clause	5	5	5	15
Termination Clause for cause	5	5	4	14
Achievement clause	5	5	3	13
Management change clause	3	2	5	10
Payment clause	3	2	3	8
Refund Clause	4	2	2	8
Obligation Clause	4	3	1	8
Agreement Clause	2	2	2	6
Indemnification Clause	2	2	1	5
Non-cancellation Clause	2	2	1	5
Termination Clause for convenience	1	1	1	3

Figure#2- Multi-Attribute Decision Making analysis: non compensatory approach²¹

²¹ By author (2018, November), Multi-Attribute Decision Making analysis: non compensatory approach

Findings:

- **Step 5: Analysis and comparison of the alternatives**

The next table will be used as the Multi-Attribute Decision Making analysis (MADM), also known as the “disjunctive reasoning.” It will help to rank the 3 previously used criteria according to their importance and their influence on a contract from the event sector.

	Level of protection	Level of power	Level of acceptance	Total	Rank
Level of protection		1	1	2	1
Level of power	0		1	1	2
Level of Acceptance	0	0		0	3

Figure#3- Ranking of event contract features according to their importance²²

This table shows the importance of the level of protection when it comes to selecting a contract in the event sector. As shows the ranking, this criterion is the one that need to be considered as necessary and cannot be neglected. The level of acceptance will be the last criterion to take into consideration as it will not be the one that can assure the best result to the contractor. These results enable to use the Multi-Attribute Decision Making analysis (MADM) with a compensatory approach:

Attributes	Step 1	Step 2		Cancellation clause		Termination clause for		Achievement clause		Management change		Payment clause		Refund clause		Obligation clause		Agreement clause		Indemnisation clause		Non-cancellation		Termination clause for	
	Relative Rank	Normalized Weight (A)	(B)	(A)x(B)	(C)	(A)x(C)	(D)	(A)x(D)	(E)	(A)x(E)	(F)	(A)x(F)	(G)	(A)x(G)	(H)	(A)x(H)	(I)	(A)x(I)	(J)	(A)x(J)	(K)	(A)x(K)	(L)	(A)x(L)	
Level of protection	1	1/6 = 0.17	5	0.83	5	0.83	5	0.83	3	0.5	3	0.5	4	0.67	4	0.67	2	0.33	2	0.33	2	0.33	1	0.17	
Level of power	2	2/6 = 0.33	5	1.67	5	1.67	5	1.67	2	0.67	2	0.67	2	0.67	3	1	2	0.67	2	0.67	2	0.67	1	0.33	
Level of acceptance	3	3/6 = 0.5	5	2.5	4	2	3	1.5	5	2.5	3	1.5	2	1	1	0.5	2	1	1	0.5	1	0.5	1	0.5	
Sum	6	1	15	5	14	4.5	13	4	10	3.67	8	2.67	8	2.34	8	2.17	6	2	5	1.5	5	1.5	3	1	

Figure#4 - Multi-Attribute Decision Making analysis: compensatory approach²³

²² By author (2018, November), Ranking of event contract features according to their importance

²³ By author (2018, November), Multi-Attribute Decision Making analysis: compensatory approach

Step 6: Selection of the preferred alternatives

To select the best alternative, the following method is using:

First, each clause got a grade out of 5 regarding how strong it is toward the attribute. Using this score from 1 to 5, each clause will receive 3 scores that will be added to get a total grade out of fifteen. The alternative that gets the highest score is considered as the best alternative.

To go further, the MADM ration scale will be used to compare each alternative and link them to a percentage. Indeed, by applying this approach, we can compare one attribute's percentage to another and would prefer to take the one with the highest percentage. We can see on the Figure#4 that the cancellation clause is ranked as number 1 with a total score of 5 which is 5 times better than the less efficient one, the Termination clause for convenience which has a total score of 1 ($5/1=5$).

Both Multi-Attribute Decision Making analyses with and without compensatory show the same results. According to the figure 2 and figure 4, the best clause that event planners should choose to be better protected against cancellation appears clear. The cancellation clause is the best clause, fulfilling the best score for the 3 criteria Level of protection, power and acceptance. This is why this clause is one of the bases of contracts' terms when it concerns cancellation, as it defines what can be a valid and accepted cancellation coming from the owner of the contract. This clause, as well as all the other clause whatever is chosen, must be accompanied with others to be supported and completed.

The worst clause that a project manager in the event sector can choose is the non-cancellation clause and the termination clause for convenience. The first one, because it seems unrealistic to be used as it is impossible to forecast all the situations that could happen and prevent the event to take place and the second one because it takes off the biggest power of the contractor which is to take a decision by itself and create a certain hierarchy between the contractor and the owner of the contract. Thus, these two will also be the most difficult ones to get accepted when signing a contract.

Step 7: Monitoring post evaluation performance

Through this paper, analysis tools have been used to analyze, compare and explain the main differences between different clauses linked to cancellation in the event sector. It helped to find out which clauses are the best to be taken into consideration for an event planner when it is to sign a contract. To provide an optimal help, the different clauses have been ranked from the best one to be used to the worst one. Using these analyses and depending on the situation, the project manager of an event can decide what the best clause is to get a protection that fits the expectations. The other advantage of this analysis is that, if the contractor is not satisfied by the chosen clause, the next best one is clearly defined and can be chosen easily.

Conclusion

This paper aims to answer a question that every event planner should ask before signing a contract - which are the best options for them to protect themselves against event cancellation? The solution for this question will be found in contract clauses. As several contract clauses exist and can be considered as a possible solution for this situation, several methods have been used to analyze and compare them to each other. Since each suggests different possibilities and cover different aspect of the protection coming from a contract, these analyses show all the eventual contract clauses that can protect the event planner from cancellation impacts or that can help avoiding cancellation.

Finally, with the results of the analyses, the best result that can protect a project manager in the event sector is the cancellation clause as it fixes the terms of a valid cancellation. But the best option for the event planner is to associate this cancellation clause with other clauses to optimize its protection from situations that may not be covered by the cancellation clause like an act of god. For this, the termination clause for cause or achievement clause can be a good choice.

Follow on Research

Seeing this analysis that can help avoid or reduce the impact of a cancellation in the event contract, there are many following researches that can be achieved that are linked to cancellation in the event sector. For example, it can be interesting to work on the steps and processes to follow to reduce the negative impacts that can appear due to a cancellation on a public audience.

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About the Author



Janette Chea

Paris, France



Janette Chea is a 23 year old French student currently completing a Master of Project and Program Management and Business Development degree at Skema Business School. She has a multicultural profile thanks to her Asian origins, her education in France and multiple experiences abroad such as an internship of several months in London. She is able to speak 4 languages: French, English, Mandarin Chinese and Teochew Chinese. She is now aiming at an international career for the future and is interested in opportunities in Project Management. She has always been willing to learn and develop her skills and started to work at a young age.

After working for many years in the retail sector, she also got the opportunity to work as an assistant manager before doing an internship in London as an Office Manager and Business Developer in an International Company. It gave her the opportunity to manage her own team and to develop a good sense for business. These multiple experiences allowed her to improve her organizational skills, her self-confidence, her communication and interpersonal skills and to develop a keen eye for details. In line with her career development, she is looking for opportunities in France as project manager in an international environment.

Janette Chea can be contacted at jnt.chea@gmail.com, janette.chea@skema.edu or <https://www.linkedin.com/in/janettechea/>