

NORTH CAROLINA CENTRAL UNIVERSITY

GUEST SPEAKER AGREEMENT

THIS AGREEMENT ('Agreement') is made between North Carolina Central University ("NCCU") and _____ ("Guest Speaker").

WITNESSETH

WHEREAS, Guest Speaker has submitted to NCCU a proposal for the performance of certain professional services; and,

WHEREAS, NCCU desires to enter into an agreement with Guest Speaker for the performance of these professional services.

NOW, THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NCCU and Guest Speaker agree as follows:

1. **Scope of Engagement.** Guest Speaker agrees to supply NCCU with the professional service described as follows (the "Presentation"):
 - a. Title of Presentation: _____
 - b. Date: _____
 - c. Beginning and Ending Times: _____
 - d. Location: _____
2. **Payment.** In consideration of the Presentation provided pursuant to this Agreement, NCCU shall pay Guest Speaker a fee not to exceed _____ Dollars (\$ _____) including all travel, lodging, and administrative expenses except as outlined in Section 3 below. Payment of compensation specified in this Agreement is dependent upon and subject to the allocation, appropriation or availability of funds to NCCU for the purpose set forth in this Agreement.

Payment shall be made to Guest Speaker as outlined below:

The NCCU Purchasing Department shall issue a unique purchase order number to Guest Speaker for the services detailed herein. The purchase order identifies the dollar amount and the time covered by the order.

Upon satisfactory completion of approved aspects of its duties, Guest Speaker shall submit an invoice requesting payment and referencing the purchase order number to:

North Carolina Central University
Attn: Accounts Payable Office
P. O. Box 19737
Durham, North Carolina 27707
919-530-6360

NCCU's payment term is **Net 30 Days after receipt of invoice.**

Payment of compensation to Guest Speaker **shall be conditioned upon satisfactory completion of its duties as evidenced by approval of NCCU's Representative.** The signature of the authorized representative on the invoice shall be sufficient proof of such approval.

Guest Speaker's invoices shall specify the dates, extent, and nature of the performance rendered for which payment is requested.

If Guest Speaker is not a resident of North Carolina and is not otherwise exempt from federal income taxation or exempt under N.C. General Statute 105-163.3, UNIVERSITY shall withhold a 4% nonresident income tax from payment(s) greater than \$1,500 to Guest Speaker during any one calendar year for personal services in the form of a performance, an entertainment or athletic event, a speech (including an academic lecture), or the creation of a film, radio, or television program, in accordance with N.C. General Statutes 105-163.1 and 105-163.3. If Guest Speaker is exempt from federal income taxation, Guest Speaker must provide to UNIVERSITY a copy of its determination letter from the IRS, which indicates that Guest Speaker has been granted tax exempt status, which must accompany this Agreement when Guest Speaker signs and returns this Agreement to UNIVERSITY.

3. **Expenses and Services.** In addition to the payment described in Section 2 of this Agreement, NCCU shall pay the following reasonable expenses and/or provide the following services in support of the Presentation:

4. **Independent Contractor.** Guest Speaker shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees in connection with its provision of the Presentation. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between Guest Speaker

and NCCU. As an independent contractor, Guest Speaker shall be responsible for the payment of any taxes due on any monies received by him/her.

5. **License to NCCU.** Guest Speaker grants to NCCU, its employees, assigns, and agents, the right to live stream, make and use videotapes, audiotapes, photographs, and/or soundtrack recordings of Guest Speaker performing the Presentation and to copyright, broadcast, distribute, reproduce, republish, use, reuse and/or license the Presentation, in analog or digital form, or any other form now known or later developed, for any purpose whatsoever. Guest Speaker also consents to the use of his/her name and any transcripts or other printed matter in connection with the foregoing.
6. **Indemnification.** Guest Speaker warrants that the Presentation is original, does not infringe the copyright of another, and agrees to release, discharge and hold harmless NCCU, its employees and agents, all persons acting under its authority, and those for whom it is acting, from all claims, causes of action and liability of any kind, in law or equity, based upon or arising out of use of the Presentation or this Agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement.
7. **Termination.** NCCU may terminate this Agreement at any time by providing thirty (30) days written notice to Guest Speaker.
8. **Notices.** All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to NCCU: Director of Purchasing
 North Carolina Central University
 P.O. Box 19707
 Durham, NC 27707

If to Guest Speaker: _____

9. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

10. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.
11. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, and the exclusive venue for any legal proceedings arising from or incident to this Agreement shall be the state courts sitting in Durham County, North Carolina.
12. **Severability.** Should any non-material provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

Guest Speaker and NCCU have made this Agreement effective as of the date of the last signature below as indicated by the signatures of their authorized representatives.

GUEST SPEAKER

Signature: _____

Name: _____

Title: _____

Date: _____

NORTH CAROLINA CENTRAL UNIVERSITY

Signature: _____

Name: _____

Title: _____

Date: _____