**Midwestern State University**

**Speaker Agreement**

**[Choose one paragraph and delete the other.]**

This Agreement is made and entered into by and between Midwestern State University ("MSU"), for and on behalf of the  **(Insert College/School/Department name)**, and (“Speaker”).

**OR**

This Agreement is made and entered into by and between Midwestern State University "MSU"), for and on behalf of the **(Insert College/School/Department name)**, and

(“Agent”) for the services of (“Speaker”).

MSU hereby engages the services of Speaker for a presentation under the conditions set out below:

**Date and Time of Presentation**:

**Topic or Title**:

**Location**:

**Payment:** Check one of the following:

No fee will be charged.

A *lump sum/honorarium* not to exceed $

Payment to be made:  upon close of engagement other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

30 days from receipt of invoice \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Include if the Contractor/Performer/Agent is a resident of a foreign country performing services in the United States:***

[Contractor/Performer/Agent certifies that the individual(s) performing the services have the appropriate VISA status to perform the services specified in this Agreement. Contractor/Performer/Agent certify that they are aware that the fees specified in this Agreement are subject to a 30% U. S. federal income tax deduction unless the Contractor/Performer/Agent has obtained exemption under a specific U.S. Tax Treaty (<http://www.irs.gov/publications/p901/index.html> ). Contractor/Speaker/Agent must provide proof of tax treaty benefit to MSU prior to any payment being made by MSU.]

**Travel:** Check the applicable boxes:

All travel, lodging and meal reimbursements, if any, will be in accordance with the MSU policies and procedures and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Transportation (air and/or ground): **(type of transportation)** round trip from to Wichita Falls, TX.

Hotel accommodations:

Meals:

Other:

**Make Check Payable to:** Name: Address:

**Recording by MSU**: Check one of the following:

No recording of event is permitted.

Speaker is giving permission for MSU to audiotape and/or videotape this presentation. The Speaker hereby grants MSU a limited, free, perpetual, non-exclusive license to use and commercialize the text and recordings of the presentation in any medium as MSU desires.

Speaker is giving permission for MSU to audiotape and/or videotape this presentation. The Speaker hereby grants MSU a limited, free, perpetual, non-exclusive license to use the text and recordings only for **internal** MSU use and replay.

**Merchandise Sales:** Check one of the following:

No merchandise may be sold at this event.

Subject to MSU policies and procedures*,* and subject to the consent of MSU, Speaker/Agent shall have the right to sell event-related merchandise at the event, limited to books, photographs, recordings, clothing or posters. Speaker/Agent will collect and remit to the Texas Comptroller of Public Accounts the required 8.25% (EIGHT AND ONE QUARTER PERCENT) Texas state sales tax.

Subject to agreement by MSU and Speaker/Agent, MSU may sell books, photographs, recordings, clothing or posters on behalf of the Speaker/Agent, through a cashier at the presentation in a location designated by MSU. MSU will collect and remit to the Texas Comptroller of Public Accounts the required 8.25% (EIGHT AND ONE QUARTER PERCENT) Texas state sales tax. MSU shall be entitled to an administration fee equal to 20% (TWENTY PERCENT) of the gross receipts after the 8.25% sales tax. All moneys collected by cashier will be deposited in the name of MSU. A check for the balance will be sent to the Speaker/Agent within 30 days after the presentation.

**Speaker’s Warranty:** Speaker warrants that he/she is the sole owner of the presentation materials and/or has full power and authority to make this Agreement; that the presentation materials do not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. Speaker/Agent will defend, indemnify, and hold harmless MSU against all claims, suits, costs, damages, and expenses that MSU may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the presentation materials or any infringement or violation by the presentation materials of any copyright or property right; and until such claim or suit has been settled or withdrawn, MSU may withhold any sums due to Speaker/Agent under this Agreement.

**Breach of Contract Claims:** To the extent that Chapter 2260, *Texas Government Code,* is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by MSU and Speaker/Agent to attempt to resolve any claim for breach of contract made by Speaker/Agent that cannot be resolved in the ordinary course of business. The Chief Business Officer of MSU shall examine Speaker’s/Agent’s claim and any counterclaim and negotiate with Speaker/Agent in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution of this Agreement by MSU nor any other conduct, action or inaction of any representative of MSU relating to this Agreement constitutes or is intended to constitute a waiver of MSU’s or the State’s sovereign immunity to suit; and (ii) MSU has not waived its right to seek redress in the courts.

**Inability to Perform:** If Speaker is unable to appear on the dates scheduled due to illness, MSU will have no obligation to make payments, but shall attempt to reschedule Speaker’s appearance at a mutually acceptable future date.

**Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character (“force majeure occurrence”).

**Indemnification:** Speaker/Agent agrees to indemnify and hold MSU and its respective officers, agents, and employees free and harmless from all liability, loss, damage, costs, and all other claims for expenses asserted against any of them which may arise from injuries to persons or property occasioned by the intentional or negligent acts or omissions of Speaker/Agent or representatives.

**Independent Contractor:** Speaker/Agent is an independent contractor and is not a state employee, partner, joint venturer, or agent of MSU. Speaker/Agent acknowledges that MSU shall have no responsibility to provide insurance or other fringe benefits normally associated with employee status. Speaker/Agent is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort.

**Compliance with Laws:** Speaker shall abide by and conform to all rules and regulations adopted or prescribed by MSU as well as all federal, state, and local laws.

**Governing Law; Venue:** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Wichita County, Texas.

**Payment of Debt or Delinquency to the State:**  Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Speaker/Agent agrees that any payments owing to Speaker/Agent under this Agreement may be applied directly toward any debt or delinquency that Speaker/Agent owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

**Texas Family Code Child Support Certification:**Pursuant to Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Public Information:** MSU strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* (“TPIA”), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to MSU,Speaker/Agent will make any information created or exchanged with MSU pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by MS that is accessible by the public**.**

MSU and Speaker/Agent hereby agree to the terms and conditions of this Agreement. The Agreement shall be effective when fully executed by both parties.

**MIDWESTERN STATE UNIVERSITY SPEAKER OR DULY AUTHORIZED AGENT**

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Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Speaker Federal ID# or SS#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_