

ACADEMIC GUEST SPEAKER AGREEMENT

This Academic Speaker Agreement is between the Trustees of the College of the Holy Cross (“College”) located at One College St., Worcester, MA 01610, and the Speaker named below (the “Agreement”) as of _____ (the “Effective Date”).

SPEAKER’S LEGAL NAME:					
SPEAKER’S EMAIL ADDRESS:					
SPEAKER’S PRIMARY ADDRESS:	Address	City	State/Province	Zip Code	Country

The Speaker will deliver a speech, presentation, or specific information to members of the College community (the “Event”) on the Event Date as further described in Section 1 (the “Event Details”), and Speaker and the College agree to the following terms and conditions with respect to the Event:

1. EVENT DETAILS:					
TOPIC/SPEECH TITLE:					
EVENT DATE(S):					
START TIME:					
END TIME:					
EVENT LOCATION:					
VIRTUAL PLATFORM:					
REQUIRED EQUIPMENT:					
EQUIPMENT PROVIDER:	<input type="checkbox"/> COLLEGE		<input type="checkbox"/> SPEAKER		
COLLEGE LIAISON:					
<i>Please type above</i>	Name				Email
2. RECORDING PERMISSION					
<i>Speaker grants to College the following recording rights:</i>					
<input type="checkbox"/>	A. College is permitted to video and/or audio record Speaker’s presentation without restriction.				
<input type="checkbox"/>	B. College is permitted to video and/or audio record Speaker’s presentation with the following restrictions:				
<i>Please list restriction(s)</i>	<input type="checkbox"/> Without music	<input type="checkbox"/> Other _____			
	<input type="checkbox"/> Audio only				
<input type="checkbox"/>	C. College is not permitted to video and/or audio record Speaker’s presentation.				
3. RECORDING PUBLICATION AND OTHER PERMISSION RIGHTS					
<i>Speaker grants to College the following rights:</i>					
<input type="checkbox"/>	A. Full Permission: Speaker grants College, and its employees, agents, and contractors, (a) the right to use the Speaker’s name to publicize the Event, both before the Event and in connection with the use of any recordings of the Event, and (b) an irrevocable, perpetual, royalty-free, non-exclusive, worldwide license to use, display, publish, exhibit, reproduce and distribute recordings of the Event in any manner or media, including, without limitation, still photographs (including images of Speaker), video, audio, and/or transcriptions of the Event (or any portion thereof)), in each case, for the College’s non-profit purposes.				
<input type="checkbox"/>	B. Limited Permission: Speaker grants College, and its employees, agents, and contractors, (a) the right to use the Speaker’s name to publicize the Event, both before the Event and in connection with the use of any recordings of the Event, and (b) a limited license to use, display, publish, exhibit, reproduce, and distribute still photographs (including images of Speaker), video and/or audio recordings, and/or transcriptions of the Event (or any portion thereof), only as follows: _____				
<input type="checkbox"/>	C. No Recording or Publications Permissions Rights.				

5. PAYMENT TERMS	
College will pay Speaker the following fee amount and any pre-approved reimbursable expenses, submitted with sufficient receipts ("Reimbursable Expenses"), as full compensation for the Event and any materials provided by the Speaker under this Agreement.	
College to complete subsections A, B, and C below:	
A.	Fee/Stipend:
B.	List Reimbursable Expenses:
C.	Reimbursable Expenses Not to Exceed Amount:
Payment will be issued within thirty (30) days after the later of the date of the Event or the date of Speaker's signature, provided (1) Speaker complies with all terms contained herein; and (2) Speaker selects one of the three tax statuses below and completes the following step(s) applicable to the status selected:	
6. SPEAKER'S TAX STATUS	
<input type="checkbox"/>	A. U.S. citizen or lawful permanent resident
	If selected, Speaker must submit a completed IRS Form W-9 and will be paid by check.
<input type="checkbox"/>	B. Not a U.S. citizen or lawful permanent resident and speaking <u>on-campus</u> or <u>within the U.S.</u>
	If selected, Speaker must register in a tax determination system ("TDS") and complete all tax forms. College will email Speaker a link to register with TDS. As required by law, College will withhold federal taxes of 30% unless a tax treaty exemption applies.
<input type="checkbox"/>	C. Not a U.S. citizen or lawful permanent resident <i>located and speaking outside of the U.S.</i>
	If selected, Speaker has the option to be paid by check or Electronic Funds Transfer ("EFT")
	Please select one payment method <input type="checkbox"/> Check <input type="checkbox"/> EFT
EFT payments require Speaker's electronic banking information. College will email Speaker an EFT Bank Authorization Form ("Form") through its secure file transfer portal (" FTP "), for Speaker to complete. Speaker may only return the completed Form through College's FTP, for privacy purposes. Speaker is solely responsible for the accuracy and completeness of data entered into the Form. College shall not be responsible for any misrouted or delayed payments resulting from incorrectly supplied or missing account details.	

7. Speaker's Materials. If Speaker will provide presentation materials in connection with the Event (collectively, "Presentation Materials"), Speaker represents that Speaker owns (or has an appropriate license to use) such Presentation Materials. Speaker shall retain ownership of the Presentation Materials, unless College and Speaker agree otherwise in writing, subject to any license rights granted to the College as described above.

8. Speaker's Use of Recordings. Speaker shall not use or publish photographs, video, or audio recordings, and/or transcriptions of the Event that include the image or likeness of, or that personally identify or could be used to personally identify, any student or faculty or staff of the College without the College's prior written consent and any necessary consent from such individual.

9. Use of Property in Connection with the Event; COVID-19 Requirements.

College reserves the right to implement any security measures whatsoever for Event or for other engagements happening at the same time, including but not limited to the hiring of College-selected security personnel or implementing or requiring Internet-based or electronic security measures if the Speaker will present remotely. Unless otherwise agreed in writing, the College does not provide security of any kind for any property of Speaker.

If the Event will occur in person, Speaker agrees to comply with all applicable COVID-19 safety protocols and measures, including but not limited to, those required by the College, those required or issued by federal, state or local, public health authorities, including, but not limited to, social distancing, wearing face coverings, COVID-19 testing, and other measures.

The College reserves the right to restrict the use of its property and resources in any manner and at any time if it determines in its sole discretion that such use: (a) does not contribute to, or interferes with, the educational environment; (b) interferes with the exercise of its constitutional or legal rights; (c) violates any College rules, policies, or by-laws; or (d) threatens safety of any community member(s) or property.

10. Taxes. Speaker is responsible for determining and paying any and all applicable taxes on compensation paid under this Agreement, except with respect to such taxes that College withholds, if and as expressly set forth in Section 6, above.

11. Indemnification and Insurance: Speaker agrees to defend, indemnify, and hold harmless the College, its trustees, officers, faculty, students, employees and/or agents from and against all actions, claims, demands, damages, expenses, and liabilities (including attorneys' fees) that arise from or are connected with (a) the Event, or (b) Speaker's breach of any of the terms and conditions of this Agreement. Speaker also releases and waives any and all claims, demands, or causes of action against the College, its trustees, officers, faculty, students, employees and/or agents that arise from or are connected with the Event, any injury to employees, invitees, guests or agents of Speaker, or damage to or loss of any property of Speaker that is brought upon the Premises, or exhibited, stored, or left upon the Premises. Unless this Agreement specifically provides otherwise, Speaker shall be solely responsible for travel to and from the Premises, including the expense of such travel. If Speaker and/or Speaker's employees or agents are driving or being driven to the Premises, Speaker shall be responsible for securing commercially reasonable levels of automobile insurance for such purpose. The College shall not be responsible for procuring any insurance coverage for Speaker or Speaker's employees or agents.

12. No Agency or Employment Relationship with the College: The parties agree that Speaker is an independent Contractor. The Agreement is not intended and shall not be construed to create any partnership, joint venture, agency, association, fiduciary relationship, employment, or other such relationship between the parties.

13. Intellectual Property Warranty: The Speaker represents and warrants that neither Speaker's performance pursuant to this Agreement, nor the content of Speaker's presentation or any Presentation Materials, will violate, infringe on, or misappropriate any intellectual property rights or other rights of third parties.

14. Force Majeure: A party shall not be liable to the other for any failure to perform or delayed performance of its obligations described herein if, such failure or delay is caused by an act of God (including, but not limited to, weather, fire, or flood), an act of war, an act or threat of terrorism, a riot, pandemic, or any similar event outside the reasonable control of such party (each, a "Force Majeure Event"). If a party is aware of a Force Majeure Event that will prevent or delay its performance of this Agreement, it must provide prompt written notice of the Force Majeure Event to the other party.

15. Postponement, Cancellation, and Termination: The College reserves the right to cancel or postpone the Event in its sole discretion at any time at least seven (7) days prior to the date of the Event. In the event the College cancels the Event, any deposits or advances paid to Speaker shall be returned to the College, less any nonrefundable Reimbursable Expenses already incurred by Speaker as of the date of cancellation, and no further payment by College to Speaker shall be required. In the event Speaker at any time fails to comply with any of the terms and conditions of this Agreement, the College may terminate this Agreement immediately. In the event the College terminates the Agreement, any deposits or advances paid to Speaker shall be returned to the College, and no further payment by College to Speaker shall be required (including but not limited to Reimbursable Expenses)

16. Applicable Law; Integration; Amendment. The Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts ("MA") as though made and fully performed in MA (without giving effect to any conflicts or choice of law provisions thereof). This Agreement constitutes the entire agreement between the parties and cannot be amended except in a signed writing.

17. Execution and Transmittal of Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties agree that the electronic signature of a party (or, if applicable, Speaker's agent) to this Agreement shall be as valid as an original signature of such party and will be effective to bind such party to this Agreement. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

College and Speaker have executed this Agreement as of the Effective Date first above written.

Speaker	Trustees of the College of the Holy Cross
Speaker's Signature	
X	X
Speaker's Name (Please type above)	Authorized Signatory's Name
Speaker's Signature Date (Please type above)	Authorized Signatory's Date