

Speaker Agreement

This Agreement is made by and between [*insert name of department*], on behalf of The Trustees of Princeton University, a New Jersey not-for-profit educational corporation (the “University”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Speaker/Performer”).

For good and valuable consideration, the parties agree as follows:

# Entire Agreement: The following terms and conditions and, if applicable, any attachment hereto (collectively, the “Agreement”) constitute the complete and exclusive statement of the understanding between University and Speaker/Performer with respect to the services purchased hereunder. The Agreement may be modified only pursuant to a written instrument signed by authorized representatives of both parties. The invalidity in whole or in part of any provision of the Agreement will not affect the validity of other provisions. To the extent that Speaker/Performer’s terms and conditions, or the terms and conditions in an attachment hereto, conflict with the terms contained herein, the latter will control. Either party’s failure to insist upon the performance of any term of the Agreement will not be construed as a waiver of that party’s present or future right to such performance and each party’s obligations in respect thereto will continue in full force and effect. The headings in the Agreement have been inserted solely for convenient reference and will be ignored in its construction.

1. **ENGAGEMENT:** Speaker/Performer will appear at [*insert venue of engagement*] on [*insert date of engagement*] from [*insert start time of engagement*] to [*insert end time of engagement*] to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Engagement”). Additional Engagement details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. **PAYMENT AND TAXES:** University will pay Speaker/Performer the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by University check in U.S. dollars net thirty (30) days after the Engagement. University will not pay or withhold federal, state, or local income or other payroll taxes on behalf of Speaker/Performer. Speaker/Performer agrees to report and pay all applicable taxes.
3. **TRAVEL ARRANGEMENTS:** Payment for Speaker/Performer’s transportation, meals and accommodations is at the sole discretion of University. If University agrees to pay for Speaker/Performer’s travel, Speaker/Performer will notify University of travel arrangements and time of arrival at least fourteen (14) business days prior to the Engagement. All such arrangements (a) require University’s prior written approval; (b) must be in conformance with University’s Travel Policies and Procedures and University’s Expense Policies and Procedures, as applicable; and (c) require Speaker/Performer to provide University with a signed Business Expense Report, supported by original receipts, for reimbursement of actual expenses incurred. If applicable, payment for such arrangements will be made net thirty (30) days after the Engagement.

* Transportation (WILL/WILL NOT) be paid by University.
* Meals (WILL/WILL NOT) be paid by University.
* Accommodations (WILL/WILL NOT) be paid by University.

1. **Termination:** Unless stipulated to the contrary, either party may cancel the engagement hereunder without liability by giving the other party written notice thereof at least thirty (30) days prior to the date of the Engagement. Furthermore, University may cancel the engagement hereunder without liability if Speaker/Performer fails to (a) sign and return this Agreement within thirty (30) days of receipt or (b) comply with any term of this Agreement (unless specifically waived by University). University and Speaker/Performer agree that either party may cancel this Agreement and both parties will be released from any liability or damages hereunder if the terms of this Agreement cannot be fulfilled due to an Act of God or any other legitimate condition beyond the control and without the fault or negligence of University or Speaker/Performer. However, it is agreed that “best efforts” will be made by both parties to adapt so that the Engagement will be held as scheduled.

# **Applicable Law/Venue:** All disputes regarding the construction, interpretation and the parties’ obligations under this Agreement will be governed by the laws of the State of New Jersey, notwithstanding any of that state’s laws to the contrary, regardless of the location of the Engagement. The venue and jurisdiction for the resolution of any such disputes will be Mercer County, New Jersey.

# **Indemnification:** Speaker/Performer will defend, indemnify and hold harmless University, its officers, employees, trustees, agents and representatives from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney’s fees and costs, sustained or alleged to have been sustained in connection with or arising out of the Engagement, even in the event the University is alleged or found to be partially negligent. However, Speaker/Performer will not be obligated to so indemnify University if University is proven to be solely negligent.

1. **Insurance:** If the Engagement is to be held on University property, Speaker/Performer agrees that is has or will acquire prior to the Engagement Commercial General Liability insurance coverage for personal injury, bodily injury and property damage with a minimum combined single limit of $1,000,000 per occurrence.

All such policies must be underwritten by a carrier licensed in New Jersey and rated at least “A-” in Best’s Key Rating Guide. “The Trustees of Princeton University, including its officers, employees and agents” must be named as additional insureds. Certificate(s) evidencing the above insurance coverages—with a statement thereon that University is an additional insured and that the insurance afforded is primary insurance as to any other valid and collectible insurance in force—must be sent to University’s Office of Risk Management, P.O. Box 35, Princeton, NJ 08544, before the Engagement begins.

Speaker/Performer is solely responsible for payment of premiums and deductibles for all of the aforesaid insurance. Should any of the aforesaid insurance policies be cancelled or materially changed, Speaker/Performer will provide thirty (30) days prior written notice to University’s Office of Risk Management. Speaker/Performer will not enter upon University property to perform hereunder unless Speaker/Performer is insured in accordance with the above requirements. Speaker/Performer will indemnify University for any loss suffered by University for the failure of Speaker/Performer to be so insured.

1. **PROMOTION/USE OF Princeton Name or Marks:** Speaker/Performer will make herself or himself available to on campus media via phone in advance of the date of the Engagement for one print interview and one radio interview (if applicable), schedule permitting. Off campus advertising or radio promotions of the Engagement require the prior written approval of University. Speaker/Performer may never use University’s name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of University.
2. **Independent Contractor:** In performing hereunder, Speaker/Performer is an independent contractor and not an employee or agent of University. All persons furnished or retained by Speaker/Performer in connection with this Agreement are so furnished or retained as Speaker/Performer’s employees or agents. Speaker/Performer will not transact business, enter into agreements, or otherwise make commitments on behalf of University unless expressly authorized in writing by University. Speaker/Performer will defend, indemnify and hold harmless University from and against any and all liability for the payment of taxes, interest and/or penalties, as well as damages and costs, including attorney’s fees, in connection with any claim or finding that Speaker/Performer, and/or its employees or agents, are employees of University.

# **sales and excise Tax Exemptions:** As a non-profit educational institution, University is exempt from Federal Excise Tax under Public Law No. 85-859 (Exemption No. A110656) and from New Jersey Sales Taxes (Exemption No. EO-210-634-501), New Jersey Excise Taxes (Exemption No. A-11083) and certain other states’ taxes as may be applicable, unless otherwise stated herein. Speaker/Performer will take all steps necessary to ensure that these exemptions are utilized to the maximum benefit of University.

# **Assignments and Subcontracting:** Neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the non-assigning or non-delegating party.

# **Miscellaneous:** The effective date of this Agreement will be the date of signature of University’s authorized representative. Speaker/Performer warrants that it will comply with all federal, state and local laws as well as University policies applicable to its performance hereunder, including but not limited to those relating to nondiscrimination, equal employment opportunity, and affirmative action. The representative of University signing this Agreement warrants that he/she is a duly authorized representative of University and does not assume any personal liability. The representative of Speaker/Performer, if any, signing this Agreement warrants that he/she is a duly authorized representative of Speaker/Performer. University and Speaker/Performer warrant that entering into this Agreement is not restricted or prohibited by any existing agreement to which they are parties.

# **Survival:** This and Paragraphs 1, 5, 6, 7, 8, 9, 10, 12 and 13 hereunder will survive the termination of this Agreement for any reason.

In witness whereof, the parties hereto have caused this Agreement to be duly executed.

***The Trustees of Princeton University***

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

Name: Phone:

Title: Email:

***Speaker/Performer***

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

Name: Phone:

Social Security/Tax Id. #: Email:

Address:

*(4/09)*