

Delaware State University

It All **MATTERS.**

SPEAKER/ CONSULTANT CONTRACT

This **AGREEMENT** is made this _____ of _____ (month), 20____ between Delaware State University, an Educational Corporation of the State of Delaware, with principal place of business located at 1200 N. DuPont Highway, Dover, DE 19901 (hereinafter called the "University") and _____, (hereinafter called the "Speaker/ Consultant"), an independent contractor, with principal place of business located at _____. The Speaker/ Consultant agree(s) to render services as described below in accordance with the following terms and conditions.

1. **EVENT DESCRIPTION:** *Attach exhibit or explain here*

Date(s) _____ Time(s) _____

Event Location: _____

2. **UNIVERSITY CONTACT:** _____ (Name)
_____ (Department)
_____ (Campus Address)
_____ (Phone/ FAX)
_____ (EMAIL)

3. **COMPENSATION** is: Fee/ Honorarium _____
Lodging _____
Meals _____
Transportation _____
Other _____
TOTAL COMPENSATION \$ _____

4. **PAYMENT:** All payments will be in form of a check issued by the University and will be payable to SPEAKER/ CONSULTANT OR AGENT as indicated above.

5. **INDEPENDENT CONTRACTOR:**
The Speaker/ Consultant, its officers, agents and employees (if applicable), in the performance of this Contract shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the University. The Speaker/ Consultant agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the University. As such, the parties will each be responsible for their own acts of negligence as determined by law.

6. **LIABILITY:**
The University is insured for liability protection. Such protection applies to the University and their employees only. Speaker/ Consultant and all other individuals and organizations shall provide their own insurance coverage, including, but not necessarily limited to workers compensation insurance. The University further reserves the right to request valid certificates of insurance from any one doing business with the University.

7. **INDEMNIFICATION**
Each party to this Agreement shall be responsible for the acts and omissions of its own employees, representatives, agents and subcontractors. Each Party to this Agreement agrees that if the alleged acts or omissions of its own employees, agents, representatives, or

subcontractors result in a claim against any other Party to this Agreement, it shall indemnify and hold harmless that other Party. Nothing in this provision shall limit the rights that the Parties may have against each other to enforce this Agreement, or under law, for the acts or omissions of the other Parties.

8. APPLICABLE LAW

This Contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Delaware.

9. TERMINATION

Either party may refuse or terminate the engagement due to violation of any law or regulation by the other Party, or any situation that the Party reasonably believes may be hazardous to any person or property.

10. CANCELLATIONS:

- (a) Either party may cancel this Contract without obligation to the other if cancellation notice is received in writing at least 30 days before appearance date.
- (b) Speaker/ Consultant agrees to furnish payment to the University for actual appearance preparation costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after billing.
- (c) If, due to illness, accident, or other causes legally known as Acts of God, Speaker/ Consultant is forced to cancel a Contract, neither party, nor any representative shall be liable for any payment.

11. MISCELLANEOUS:

- (a) No presentation shall be recorded, reproduced, or transmitted from the place of presentation, in any manner or by any means whatsoever, unless there is a specific written amendment to this Contract, initialed by the Speaker/ Consultant, relating to and permitting such recording, reproduction, or transmission. The University will make a reasonable effort to prevent individuals from doing so.
- (b) Sale of any items or materials by Speaker/ Consultant shall only be permitted upon specific written amendment to this Contract with University 30 days prior to date of engagement, and then subject to the terms listed.
- (c) Details and manner of speech are under the control of the Speaker/ Consultant. However, University has the right to direct Speaker/ Consultant to discontinue any activity constituting violation of University policy, as well as any federal, state, or local laws.
- (d) Under no circumstances will the University be held liable for **LIQUIDATED DAMAGES** or agree to any agreement which contains such language or clauses.

12. ENTIRE AGREEMENT AND NOTICE

- (a) This Contract and Purchase Order (if applicable) constitutes the entire agreement between the parties.
- (b) Any requirements that University comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by University, in writing by the persons listed below, in advance of the Contract execution or are made part of this Contract prior to the signing of the Contract by the University.
- (c) This Agreement may be modified or amended in writing signed by authorized signatories of the Speaker/ Consultant and University. All Agreement amendments shall be issued by Purchasing Services.

Notices required or permitted by this Agreement shall be deemed given when received if sent by recognized overnight courier or first class mail, postage prepaid, to the following address, or such other address as the party may specify by notice:

To University:

To SPEAKER/ CONSULTANT:

With copy to:

Delaware State University
(same address as above)

With copy to:

13. EXECUTED CONTRACT SIGNATURE:

This Contract shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties. The undersigned represents that he/ she is a representative authorized to sign on behalf of the Speaker/ Consultant and to enter into this Contract.

14. NOTICE OF NO APPARENT AUTHORITY:

No one may legally bind Delaware State University to monetary or any other contract obligations unless duly authorized by the Vice President for Business and Finance or his/her designee. Contracts may only be transacted and executed through the University's Business and Finance Office. Any prior promises or obligatory statements, whether oral or written, which were made by an agent of the University not duly authorized to make such promises or obligatory statements, shall be deemed null and void. The University may only be bound by duly authorized contracts.

SIGNATURE PAGE

The parties have agreed to and executed this Contract as of the dates indicated below:

**ACCEPTED BY:
DELAWARE STATE UNIVERSITY**

**ACCEPTED BY:
SPEAKER/ CONSULTANT NAME**

COO

(Please Print)

SSN#: _____

Signature: _____

By: _____

AGENT'S Name _____
(If Applicable) (Please Print)

Agent's FID#: _____
(Please Print)

Signature: _____

Date: _____

Date: _____