

ELIZABETH CITY STATE UNIVERSITY
GUEST SPEAKER CONTRACT

THIS AGREEMENT is made and entered into by and between **ELIZABETH CITY STATE UNIVERSITY**, a constituent institution of the University of North Carolina, (hereinafter referred to as "ECSU"), and _____, (hereinafter referred to as "Guest Speaker") whose business address is: _____.

RECITALS:

WHEREAS, ECSU seeks to engage Guest Speaker to serve as the keynote speaker for the _____; and

WHEREAS, Guest Speaker desires to accept the speaking engagement; and

WHEREAS, the parties seek to reduce the terms of the agreement to writing;

NOW, THEREFORE, in consideration of the mutual promises and agreements of the parties hereto, it is agreed as follows:

1. Independent Contractor

1.1. It is acknowledged and agreed that Guest Speaker is not an ECSU employee and shall have exclusive control over the details of the performance and the means and methods utilized in fulfilling the obligations of this agreement. This agreement shall not be construed as creating a partnership or joint venture between Guest speaker and ECSU.

1.2. Guest Speaker shall furnish workers compensation and liability insurance as may be necessary to protect Guest Speaker in connection with fulfilling the contractual obligations.

1.3. ECSU has no obligation under this contract for the payment of unemployment compensation, FICA, retirement, life and/or medical insurance or workers' compensation insurance as Guest Speaker is an independent contractor.

2. Professional Duties of Guest Speaker

2.1 Guest Speaker shall be responsible for providing the keynote address during the _____ in the _____, on the campus of Elizabeth City State University, 1704 Weeksville Road, Elizabeth City, NC on _____, 20____ at ____:____.

- 2.2 Other than the fees and expenses set forth in Sections 3 and 4, Guest Speaker shall be responsible for all other costs and incidentals Guest Speaker may incur in connection with this contract, if any.
3. Fee for Services
ECSU shall pay Guest Speaker up to a maximum amount not to exceed _____ Dollars and _____ Cents (\$_____._____) as the fee for the speaking engagement, subject to possible 4% withholding pursuant to Section 8 below. Payment of Guest Speaker's fee shall be made by university check, payable to _____, within 30 days following the speaking engagement on _____, 20____.
4. Expenses
_____ is responsible for paying Guest Speaker's official travel, meals and lodging expenses incurred in the fulfillment of this contract, consistent with North Carolina State regulations and requirements concerning travel expenses and reimbursement.
5. Indemnification
Guest Speaker agrees to hold ECSU, its Board of Trustees, employees and agents harmless from any claim(s), lawsuit(s) or proceeding(s) arising out of this agreement or the breach of duties described in this agreement, including to indemnify ECSU for reasonable expenses in defending such claims.
6. Severability
If any provision of this agreement is deemed unenforceable, it shall not affect or cause the remaining provisions to be invalid.
7. Governing Law and Jurisdiction
This contract shall be governed, construed, and enforced by the laws of the State of North Carolina (excluding any conflict of laws provisions of the State of North Carolina which would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding shall be brought in the courts located in North Carolina. Guest Speaker consents to the exclusive personal jurisdiction and venue of the courts located in North Carolina.
8. Nonresident 4% Tax Withholding
The parties understand and agree that, under North Carolina Law, if the guest speaker is a non-resident individual, then four percent (4%) of the compensation listed in PARAGRAPH 3 above that represents compensation for services performed in North Carolina must be deducted and withheld and deposited with the North Carolina Secretary of Revenue and reported as income to guest speaker, if:
- 8.1. Guest Speaker's total compensation for a calendar year is, or is likely to be, more than \$1,500; and,
- 8.2. Guest Speaker's work concerns a performance, an entertainment, an athletic event, speech, or the creation of a film, radio, or television program; and,
- 8.3. Guest Speaker is a nonresident individual, or a corporation or a limited liability company formed under the laws of a state other than North Carolina without a certificate of authority from the North Carolina Secretary of State, or a

foreign limited or general partnership without a permanent place of business in North Carolina; and,

- 8.4. Guest Speaker is neither a tax-exempt entity under North Carolina General Statutes, section 105-130.11, nor an ordained or licensed member of the clergy.

The 4% withholding described above is inapplicable if Guest Speaker's fee is under \$1,500.00 or Guest Speaker is a tax exempt entity under Section 501 (c)(3) of the Internal Revenue Code. To claim an exception to withholding, Guest Speaker must have a certificate of authority from the North Carolina Secretary of State or a permanent place of business in the State of North Carolina, which must be listed at the end of this contract.

9. Force Majeure

9.1. If either party's obligations under this Agreement is materially hampered, interrupted, or interfered with by reason of fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, or act of God, or by the enactment, issuance, or operation of any municipal, county, State or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency, then reasonable attempts shall be made to reschedule the on-site training at a mutually agreeable date and time. If no alternate date(s) can be agreed upon, then the parties shall be relieved from the obligations of this Agreement.

9.2. If Guest Speaker fails to perform services for any reason other than set forth in Section 9.1 above, ECSU shall have no obligation to pay the fee set forth herein and shall be entitled to a refund of any deposit if paid in advance.

10. Termination

ECSU may cancel this contract upon thirty (30) days prior written notice for any reason, provided that Guest Speaker shall be paid for satisfactory services rendered under this contract prior to the effective date of its cancellation.

If to ECSU:

Elizabeth City State University
1704 Weeksville Road, Campus Box _____
Elizabeth City, NC 27909

If to Guest Speaker:

11. Assignment

This contract is for professional guest speaker services and shall not be assigned without prior approval.

12. Use of Contract for Advertising

Guest Speaker may not use this contract for advertising purposes without the prior written approval of ECSU.

13. Use of Names and Marks
Guest Speaker will not use the marks or names of ECSU for any purposes without prior written approval of ECSU.
14. Availability of Funds
This contract is subject to the availability of funds to pay amounts due under this contract.
15. Compliance with State and Federal Laws
The parties shall comply with all federal, state, and municipal laws, rules, and regulations that are applicable to the negotiation and performance of this contract.
16. VEVRAA Requirement
ECSU is subject to the requirements of the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA). **This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
17. Section 503 Requirement
ECSU is subject to the requirements of Section 503 of the Rehabilitation Act of 1973. **This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**
18. Modification in Writing
This contract may be modified only by written amendment executed by the authorized representatives of both parties.
19. Entire Agreement
This agreement replaces all prior written and oral agreements and incorporates all terms and conditions agreed upon by the parties regarding the engagement. There shall be no modifications or amendments except in writing and signed by the parties.
20. Disclosure of Social Security Number
Guest Speaker agrees to list Guest Speaker's Social Security Number at the end of this Contract. This number will be used for tax reporting and administrative purposes. The disclosure for the first use is mandatory; disclosure for the last use is voluntary.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this agreement in original counterpart(s).

ELIZABETH CITY STATE UNIVERSITY

GUEST SPEAKER

By: _____

By: _____

Title: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____