



SPEAKER AGREEMENT
CONTRACT NO. _____

This AGREEMENT, made as of _____, 20_

between

STOCKTON UNIVERSITY
101 Vera King Farris Drive Galloway, New Jersey 08205-9441
(Hereinafter "UNIVERSITY") and

Name: _____

Address: _____

(Hereinafter "SPEAKER")

IN CONSIDERATION OF the mutual promises hereinafter contained, the UNIVERSITY and SPEAKER agree as follows:

ARTICLE I
SCOPE OF SERVICES

1.1 The SPEAKER will present a seminar/talk at the UNIVERSITY, for the _____
Program. The topic/title is: _____

Brief Description:

1.2 If a proposal is attached as Rider to this Agreement, to the extent there is any conflict or inconsistency between the Speaker's proposal and this Agreement, the terms of this Speaker's Agreement shall control.

ARTICLE 2
COMPENSATION

2.1 The presentation shall take place on _____ from _____ the hours of _____ to _____ at _____ (Location).

The UNIVERSITY shall have the right to terminate this contract at any time, with or without cause prior to the engagement.

2.2 CONSIDERATION: The total consideration to be made by the UNIVERSITY, the Fee, is \$ _____ which shall be paid within 30 days of completion of the contract, unless otherwise agreed to in writing by the UNIVERSITY, and made a part of this Agreement.

2.3 Reimbursable Expenses:
[Check one of the following]

- A. The Fee is all inclusive: The Fee includes all costs and expenses of the SPEAKER, including mileage, travel time and expenses, meals, lodging accommodations or equipment rental.
- B. Reimbursable Expenses: (if applicable) Any out of pocket expenses that the UNIVERSITY agrees to pay shall be listed below and paid at SPEAKER's actual cost with no mark-up. All travel expenses shall be reimbursed at the UNIVERSITY'S approved rates.

Approved Reimbursable expenses:

2.4 The most economic travel option must be utilized at all times. The use of valet parking, preferred seating and car service is prohibited unless no other option is available. Economy class airline tickets must be purchased unless no other option is available. UNIVERSITY will not reimburse the purchase of alcoholic beverages. Travel and hotel expenses should not be paid in advance by the UNIVERSITY, but should be paid by the SPEAKER and reimbursed after the visit.

2.5 No additional fees shall be paid without the prior written approval of the UNIVERSITY.

ARTICLE 3
COMPLIANCE WITH STATE AND FEDERAL LAW

Check Box if Agreement is for services over \$15,000.00.

3.1 NEW JERSEY BUSINESS REGISTRATION: Agreements for payments over \$15,000.00 (fiscal year aggregate) are contingent upon the SPEAKER's completion of vendor registration with the Division of Revenue, Department of the Treasury, State of New Jersey and submitting a copy of the business registration certificate to the UNIVERSITY. To register, call the Division of Revenue hotline at (609) 292-9292 or register on their website at:

<http://www.nj.gov/njbusiness/registration/>

Payments cannot be issued without the business registration certificate.

PAYEES MUST INCLUDE THEIR FEDERAL IDENTIFICATION NUMBER AND/OR SOCIAL SECURITY NUMBER TO RECEIVE PAYMENT UNDER THIS CONTRACT.

ARTICLE 4

PAY TO PLAY (FOR ENGAGEMENTS OVER \$17,500)

(P.L. 2005, C.5 AMENDED 2009 C.6 E0117 (2008))

Check Box if Agreement is for services over \$17,500.

- 4.1 Speaker shall be in compliance with N.J.S.A. 19:44A-20.14 having filed a Certificate of Disclosure of Political Contribution with the State.
- 4.2 PROHIBITION AGAINST DISCRIMINATION: The SPEAKER shall comply with the laws against discrimination, including N.J.S.A. 10:2-1 through 10:2-4 et seq. and all federal, state and local laws and regulations.

ARTICLE 5

MISCELLANEOUS

- 5.1 INDEPENDENT CONTRACTOR: The UNIVERSITY and SPEAKER(s) is an independent contractor. This Agreement is not intended to establish any employer/employee, joint venture, or partnership relationship, either expressly or by implication between UNIVERSITY and SPEAKER.
- 5.2 INDEMNIFICATION: Speaker agrees to indemnify the UNIVERSITY and to hold the UNIVERSITY harmless from and against all claims, liability, loss, damage and expenses (including but not limited to legal fees) arising from or due to any claim which is based on patent or copyright infringement or alleged patent or copyright infringement with respect to all or any part of the service, performance, and/or work covered by this Agreement, and any litigation based on any such claim. Speaker's obligation under this paragraph shall survive College's acceptance of, and payment for, the service, performance and/or work.

SPEAKER shall carry their own insurance and comply, if applicable, with worker's compensation provisions for their employees.

- 5.3 NO WAIVER: The failure of either party to exercise any right provided under this Agreement shall not be deemed a waiver of any further right hereunder.
- 5.4 CONFLICT OF INTEREST: At no time during the term of this Agreement shall the SPEAKER or any officer, director, general or limited partner or employee of the SPEAKER (1) hold an equity or other economic interest in; (2) have a contractual or other business relationship with; or (3) be an officer, director, general or limited partner or employee of any business entity, including but not limited to, corporations, partnerships, limited liability companies and joint ventures, having a business relationship with the UNIVERSITY.
- 5.5 MODIFICATION: No changes in the scope of the service to be performed hereunder shall be valid unless said changes are incorporated as a written amendment to this Agreement.
- 5.6 The SPEAKER grants permission to the UNIVERSITY to video tape and/or take photographs of the lecture/seminar and use any video tape and/or photograph and metadata associated with that photograph taken of the SPEAKER for promotional purposes (e.g. electronic and printed publications, websites, classroom use, UNIVERSITY advertisements etc.). SPEAKER releases UNIVERSITY from any claims or demands in connection with use of video tape and photograph for promotional purposes. All video tapes and photographs taken shall remain the property of the UNIVERSITY.

- 5.7 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties further agree that the Superior Court, Atlantic County, where the UNIVERSITY is located, shall be the venue for any disputes between the parties. This Agreement shall be subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1- 1 et seq.), New Jersey Contractual Liability Act, (N.J.S.A. 59:13-1 et seq.); the New Jersey Charitable Immunity Act, (N.J.S.A. 2A:53A-7 et seq.) and the New Jersey Prompt Payment Act.
- 5.8 NOTICES: All notices required or permitted under this Agreement shall be in writing and agreed by both parties and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to the parties that executed this Agreement.
- 5.9 ENTIRE AGREEMENT: This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the services of the SPEAKER for UNIVERSITY, and this Agreement contains all of the covenants and agreements between the parties with respect to this agreement for services. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties or form additional terms of this Agreement.

The UNIVERSITY and the SPEAKER have read and having full authority to enter into this Agreement has caused this Agreement to be executed on the date set forth below.

STOCKTON UNIVERSITY:

Signature

Print Name

Title

Date

SPEAKER:

Signature

Print Name

Title

Date