

This is a form agreement for discussion purposes only.
It does not constitute a binding offer or contract of Drexel University until all of the terms have been approved and this agreement is executed by an authorized university official.



**Drexel University
Speaker Agreement**

This AGREEMENT made this ____ day of _____, 20____, by and between DREXEL UNIVERSITY (the "University") and _____, with an address of _____ (the "Speaker").

The University hereby engages Speaker for the purpose of speaking to members of the University community as hereinafter described (the "Engagement"), upon all the terms and conditions herein set forth and in any written addenda made a part of this Agreement by mutual agreement of the parties. Intending to be legally bound, the parties to this Agreement agree as follows:

1. Engagement

Name and Address of Place of Engagement:

"Premises")

Date(s) of Engagement: _____

Starting and Finishing Times of the Engagement: _____

Description of Engagement: _____

**Please note that Speaker may not be engaged by the University for more than three (3) separate Engagements in a calendar year.
Please attach evidence of the Engagement (flyer, notice, etc.) to this Agreement.**

2. Fee

University agrees to pay the sum of _____ dollars (\$_____) as full payment for this Engagement with Speaker under the terms of this Agreement. Payment will be made to Speaker within forty-five (45) days after the Engagement, provided all terms contained herein are complied with.

A completed IRS Form W-9 must be attached to this Agreement. The Form may be obtained at www.IRS.gov. No payments will be processed unless a completed Form W-9 is on file with the University.

3. **No Agency or Employment Relationship with the University**

The parties agree that no agency or employment relationship is created by this Agreement between the University and Speaker. Speaker contracts as an independent contractor of the University.

4. **Speaker's Responsibilities**

(a) If part of a group, "Speaker" as defined herein consists of the following individuals:

Speaker, in signing below, agrees to, and shall, be responsible for ensuring that each member of Speaker's group complies with the terms of this Agreement.

(b) Speaker will provide any written materials or outlines to be handed out in connection with the Engagement.

(c) Speaker will provide the following equipment for the Engagement:

(d) Speaker must strictly adhere to the date(s) and starting and finishing times of the Engagement.

(e) Speaker must comply with all federal, state, and local laws and all University regulations, rules and policies.

(f) No alcoholic beverages, cans, bottles or glass containers of any kind shall be brought on the Premises.

5. **Presentation and Release**

The University shall have the right to make and use photographs, motion picture films, videotapes and/or audio recordings made by University, through its employees or agents, of the Engagement, including images of Speaker (collectively, "Presentation Material"), solely for University's use including, but not limited to, placing the Presentation Material on University's Internet website or in any publication produced or sponsored by University. By signing below, Speaker gives to University an irrevocable, royalty-free, non-exclusive license to use, display, publish, exhibit, create derivative works from, and distribute all or portions of the photographs, films, videotapes, audio recordings and copies of images recorded from the Engagement and all Presentation Material of any kind consistent with this Agreement. University shall not use Speaker's name and likeness as an endorsement of the Engagement without Speaker's prior written consent.

6. **Indemnification and Release**

Speaker agrees to defend, indemnify and hold harmless the University, 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 the Engagement. Speaker also releases and waives any and all claims, demands, or causes of action against the University, its trustees, officers, faculty, students, employees and/or agents that arise from or are connected with the Engagement, any injury to Speaker or 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 on the Premises by Speaker. Any property of Speaker left upon the Premises following the Engagement shall be considered abandoned by Speaker and may be discarded by the University.

7. Security

The University does NOT provide security of any kind for the supervision or protection of any property of Speaker that is brought upon the Premises or exhibited, stored, or left upon the Premises by Speaker.

8. Termination

In the event Speaker at any time fails to comply with any of the terms and conditions of this Agreement, the University reserves the right to terminate this Agreement without liability to the Speaker and any deposits shall be returned to the University.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and cannot be amended except in writing signed by both parties.

10. Applicable Law and Governing Jurisdiction

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and may be enforced in any state or federal court of competent jurisdiction located in the Commonwealth of Pennsylvania.

11. Force Majeure

In the event the University is unable to perform any of the terms or conditions of this Agreement due to events or causes outside the University's control, the University shall not be deemed to be in breach of this Agreement or liable to Speaker for costs or damages of any kind.

12. Agent's Warranty

If an agent is signing on behalf of Speaker, the agent signing below warrants that he or she is authorized to agree to each of the provisions of this Agreement on behalf of Speaker.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date and year first above written.

SPEAKER:

DREXEL UNIVERSITY:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

City, State, Zip: _____