

**BENEDICTINE UNIVERSITY
ACADEMIC SPEAKER/PERFORMER AGREEMENT**

This Agreement is made and entered into on _____ (“Effective Date”) by and between **Benedictine University an Illinois** not-for-profit Corporation (“University”), with an address at 5700 College Road, Lisle IL 60532-0900, and the person identified as Speaker on **Exhibit A** to this Agreement (“Speaker”). The Parties agree as follows:

Engagement. Speaker agrees to present or perform at one or more events as described on **Exhibit A** (the “Engagement”).

Payment; Taxes. University will pay Speaker the all-inclusive fee set forth on Exhibit A (~~DELETE~~ the following if NO expenses are included “together with reimbursement for reasonable out-of-pocket expenses of the type(s) described on Exhibit A incurred by Speaker in connection with the Engagement, provided Speaker timely submits receipts or other appropriate documentation of such expenses to University (the “Payment”)”. Speaker promptly will provide University with a properly completed Form W-9 to enable University to process the Payment. So long as Speaker has timely provided all required documentation to University, University will make the Payment within fifteen (15) days following completion of the Engagement. Speaker is solely responsible for all taxes owed as a result of payments by University to, or on behalf of, Speaker. Taxes will be withheld from the Payment as required by law.

Non-Resident Alien Status. If Speaker is a non-resident alien, Speaker agrees that University will have no obligation to make the Payment unless Speaker meets all eligibility requirements for payments to non-resident aliens under applicable law and demonstrates such eligibility to University through the provision of reasonable documentation. Speaker further acknowledges and agrees that it is Speaker’s sole responsibility to obtain and comply with the appropriate U.S. visa and other requirements to perform the Engagement and receive the Payment.

Substance Use. Speaker will not use or be under the influence of alcohol or illegal substances while presenting or performing the engagement on University’s campus (or other applicable location). University will not provide alcohol to Speaker.

Subject Matter. The University is a Benedictine Catholic institution. Speaker agrees to refrain from presenting and performing material that is defamatory, obscene, or which is inconsistent with the University’s mission and Catholic identity without liability to the University. If Speaker presents or performs such material, as determined solely by an authorized University representative, University reserves the right to end the presentation or performance immediately and will not be obligated to make the Payment.

Additional or Substitute Speakers. No other speaker will appear or participate in the Engagement with or in substitution for Speaker without the prior written approval of University.

Recording and Use of Performance. Speaker grants to University the nonexclusive, nontransferable, nonsublicensable and irrevocable right and license to record the Engagement in any form and (a) use it for educational and research purposes consistent with University’s nonprofit status and (b) display a representative portion of not more than twenty percent (20%) of the total recording on and through University’s website by use of streaming media, podcasts or other methods of display, with appropriate credit to Speaker and an identification of Speaker’s name, the date of the Engagement, and (if applicable) the title of Speaker’s presentation or performance. University will take reasonable steps to prevent the unauthorized recording or broadcast of the Engagement.

Term; Termination. This Agreement will become effective on the date it is signed by the last party to sign, or, if earlier, on the commencement date of the Engagement (the “Effective Date”), and will terminate upon completion of the Engagement unless sooner terminated in accordance with this Agreement (the “Term”). This Agreement may be terminated by either party for any reason upon sixty days’ (60) days’ written notice, or immediately by University upon Speaker’s breach of this Agreement, and in either case University will have no obligation to make any Payment to Speaker.

Force Majeure. Neither party will be considered in default in the performance of its obligations under this Agreement if its performance is prevented or delayed by any cause beyond the reasonable control of the affected party and the affected party promptly gives notice to the other party, including but not limited to acute sickness, accidents, weather, riots, strikes, epidemics, acts of God, law, order, ruling, regulation or any other legitimate conditions.

Indemnification. Speaker agrees to defend, indemnify and hold University harmless from any claims, causes of action, expenses, damages or costs (including reasonable attorneys’ fees and litigation costs) arising from or related to the acts or omissions of Speaker or its officers, directors, agents or employees.

Independent Contractor. The parties are independent contractors, and neither party will be considered an agent, employee, joint venture or partner of the other. Speaker will not become an employee of University by acting under this Agreement.

Entire Agreement; Amendments. This Agreement and its exhibits contains the entire agreement between the parties, and supersede any prior or contemporaneous agreements, written or oral, regarding the subject matter hereof. No amendments or changes to this Agreement will be effective unless made in writing and signed by an authorized representative of each party.

Governing Law; Venue; Jurisdiction. This Agreement will be governed by the laws of the State of Illinois, without reference to the conflicts of law provisions thereof, with venue in the state or federal courts located in DuPage County, Illinois, and the parties consent to the personal jurisdiction of such courts.

Miscellaneous. Neither party will assign its obligations under this Agreement without the prior written consent of the other party. Any failure by either party to insist, in one or more instances, upon the other party’s performance of any provision of this Agreement will not be construed as a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. This Agreement may be executed in counterparts and will have the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

To evidence the parties’ agreement to this Agreement, authorized representatives of the parties have executed it on the dates set forth below, to be effective as of the Effective Date.

BENEDICTINE UNIVERSITY

SPEAKER

By: _____
Provost Date

By: _____
Date

Academic Dean/ Director Date

Printed Name and Title

**EXHIBIT A
TO
SPEAKER/PERFORMER AGREEMENT**

1. **Speaker:** (Insert complete legal name of Speaker and Speaker's address of primary residence or principal office)
2. **Engagement:** (Brief narrative description of speaking or performing services, e.g., guest lecture, musical performance, comedy show, etc.)
3. **Event Name:** (Describe event by title or brief summary)
4. **Event Location:** (Describe event location by campus, building and address)
5. **Event Date and Time:** (Describe event date(s) and time(s))
6. **Fee:** \$
7. **Reimbursable Out-of-Pocket Expenses:** (Itemize each authorized expense e.g., round-trip domestic coach-class airfare to/from airport, airport ground transportation outside the metropolitan area, lodging in a hotel designated by University, meals, etc. or state NONE)

Benedictine Initials

Speaker Initials