

YALE UNIVERSITY GUEST SPEAKER AGREEMENT

This Agreement, effective as of the _____ day of _____, 20____, is entered into by and between Yale University, a corporation organized and existing under and by virtue of a charter granted by the General Assembly of the Colony and State of Connecticut and located in New Haven, Connecticut (“The University” or “Yale”), acting through its _____ [NAME OF SCHOOL/DEPARTMENT] and _____ (“Guest Speaker”) whose address is _____.

Yale desires to engage Guest Speaker to provide services in connection with the speaking engagement described below and Guest Speaker desires to render such services to Yale.

ACCORDINGLY, the parties hereto agree as follows:

1. **Engagement.** Guest Speaker agrees to speak [present] the lecture [presentation] described below (the “Lecture” [“Presentation”]) as follows:

Date:		Time:		Approximate length of Lecture [Presentation]:	
Location:			Topic of Lecture [Presentation]:		
Additional services relating to the Lecture <i>(put “N/A” if appropriate):</i>					

2. **Compensation; Reimbursement of Expenses; and Payment.**

2.1. **Compensation.** In consideration for services rendered and rights granted under this Agreement, The University shall pay to Guest Speaker _____. Such amount shall be paid by The University to Guest Speaker as specified in Section 2.3. below, following the Guest Speaker’s completion of the Engagement.

2.2. **Expenses.** The University will reimburse Guest Speaker for Guest Speaker’s reasonable and actual expenses [travel, meals and/or pre-approved incidentals] incurred in connection with travel to the Location for the purpose of performing this Agreement (“Reimbursable Expenses”) as follows:

All travel expenses must demonstrate an appropriate use of University funds and as such, shall conform to University policy (see Yale Policy 3301, *Travel on University Business*, available at <https://your.yale.edu/policies-procedures/policies/3301-travel-university-business>, including without limitation, the policy that The University will not reimburse Guest Speaker for first-class or business class travel. Meals and incidental expenses while traveling in the performance of this Agreement will be reimbursed at actual costs or the U.S. Government General Services Administration (GSA) per diem rates (available at www.gsa.gov), whichever is less, providing the engagement is less than 30 days. Reimbursement of actual meals and incidental expenses for business trips greater than 30 days will be available at 50% of the current published federal (M&IE) per diem.

Notwithstanding anything to the contrary herein, total reimbursable expenses shall not exceed _____ and Guest Speaker agrees to substantiate each request for reimbursement by providing The University with reasonable documentation, including original papers and receipts.

2.3. **Payment.** The University shall pay Guest Speaker’s invoices by the day that is Forty-five (45) calendar days after University’s receipt of Guest Speaker’s invoice. Guest Speaker shall submit invoices to Yale University Accounts Payable, P.O. Box 208228, New Haven, Connecticut 06520-8228 noting the Purchase Order Number, Department/School and contact on the invoice. The University shall make all payments in U.S. dollars.

- 3. Taxes.** The University is exempt from federal and state taxation, under section 501(c)(3) of the Internal Revenue Code (including all Connecticut sales and use taxes (Permit E00015) and federal excise taxes (Exemption No. 06730237F)). Guest Speaker shall be solely responsible for payment of any and all taxes or fees, whether foreign or domestic, relating to Guest Speaker's activities under this Agreement. All monies paid to Guest Speaker under this Agreement may be subject to automatic withholding of a 6.99% Connecticut Athlete and Entertainer's tax. For more details, please see: <http://your.yale.edu/policies-procedures/policies/3410-ct-income-tax-withholding-nonresident-athletes-and-entertainers> . International Payees with a US taxpayer ID number (generally an ITIN) who are also from a visa waiver country (VSP) are not subject to the Federal withholding of up to 30%, *upon presentation of proper documentation*. All others may be subject to the Federal withholding of up to 30%.
- 4. Intellectual Property/Release.** Guest Speaker grants The University permission to record or reproduce Guest Speaker's image, likeness, voice, performance, conversations and material spoken and/or otherwise provided by Guest Speaker to Yale in connection with the Lecture (the "Material") on film, videotape, audio tape or digitally, to edit such film, videotape, audio tape or digital material at the discretion of The University, to incorporate the Material into or present the Material in any format chosen by The University, to copyright and use all or any portion thereof and to reproduce, distribute, exhibit and otherwise use or authorize the use of the foregoing or any portion thereof, an unlimited number of times, in perpetuity, throughout the world for archival, educational, promotional, advertising or other purposes that support the not-for-profit mission of Yale. With regard to Material provided by Guest Speaker in written form ("Written Materials") The University has Guest Speaker's permission to reproduce the Written Materials for the purpose of distributing them to the Lecture attendees and including them on any web site hosted by or on behalf of The University. The University will conspicuously recognize any copyrights of the Written Materials by the Guest Speaker. Guest Speaker shall not have any rights of approval, claim to additional compensation, or claim (including, without limitation, claim based upon invasion of privacy, defamation, or right of publicity) arising out of any use, of the Materials/Written Materials and hereby releases Yale from any such claims. All rights, permissions and releases to Yale extend and apply to the University, its assigns, contractors, licensees, distributors, successors and agents.
- 5. Representation and Warranties.** Guest Speaker represents and warrants that: (i) s/he has the authority to grant the permissions granted under this Agreement; (ii) except as to items identified on the Third-Party Content Inventory Form attached to this Agreement ("Disclosed Third-Party Material"), s/he is the owner of all proprietary rights, including any copyrights in the Material/Written Material and the Material has not been and will not be copied in whole or in part from any other work; (iii) s/he obtained all required permission or copyright clearances necessary for Yale's use of any Disclosed Third-Party Material, and (iv) neither the Material/Written Material nor its use as contemplated under Agreement infringe upon or violate any rights of any third party.
- 6. Use of Yale Name.** Guest Speaker may not, at any time prior to, during, or after the end of the Agreement, use Yale University's name, logo, or trademark for any purpose except in connection with resume information without the prior written consent of Yale.
- 7. No Agency Relationship.** It is agreed that the Guest Speaker signs this Agreement as an independent contractor and not as an employee. This Agreement shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto.
- 8. Compliance with Laws.** Guest Speaker agrees to comply with all federal, state, and local laws and regulations applicable to activities conducted pursuant to this Agreement. The University will similarly comply with all applicable laws and labor regulations.
- 9. Conduct of Personnel.** While at any University location, Guest Speaker and his/her agents shall comply with all reasonable requests, standard rules and regulations of Yale communicated to Guest Speaker regarding personal and professional conduct.
- 10. Force Majeure.** Neither party shall be liable to the other for any delay or default in performing hereunder if such delay or default is caused by conditions beyond such party's reasonable control including, but not limited to, Acts of God, wars, strikes and severe weather conditions.
- 11. Indemnification.** The Guest Speaker shall indemnify, defend and hold harmless Yale, its related entities, officers, agents and employees from and against all claims, legal proceedings or damages, arising out of Guest Speaker's breach of this Agreement or the Guest Speaker's negligence or willful misconduct.

12. Limitation on Damages. Guest Speaker expressly waives all rights, interest and claims against The University for indirect, incidental, special, punitive, or consequential damages, including lost profits, arising out of or relating to this Agreement. Under no circumstances will damages payable to Guest Speaker arising out this Agreement exceed the University's total obligation specified in Section 2.

13. Governing Law. This Agreement is governed by and interpreted in accordance with the laws of the Connecticut, without regard to conflicts of law. All disputes arising out of this Agreement hereunder shall be resolved in the applicable state or federal court in New Haven, Connecticut. The parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available. Under no circumstances will any disputes arising out of the interpretation or performance of this agreement be subject to arbitration.

14. No Assignment. This Agreement cannot be assigned or transferred without the written consent of both parties.

IN WITNESS WHEREOF, the parties have caused the signature of their duly authorized representatives to be affixed hereto, as of the date specified below:

	For Artist	For University
Signature:		
Name (in print):		
Title:		
Date:		

NOTICE INFORMATION FOR THE UNIVERSITY (PLEASE TYPE OR PRINT)		NOTICE INFORMATION FOR GUEST SPEAKER (PLEASE TYPE OR PRINT)	
Name (in print):		Name (in print):	
Title:		Title:	
Address Line 1:		Address Line 1:	
Address Line 2:		Address Line 2:	
City:		City:	
State:		State:	
Zip Code:		Zip Code:	
Email:		Email:	
Telephone:		Telephone:	
Fax:		Fax:	
With a copy to:		With a copy to (if applicable):	
Contract Manager Yale University Purchasing Services 150 Munson Street, 5th Floor New Haven, Connecticut 06511 Fax: (203) 432-9966		Name (in print):	
		Title:	
		Address Line 1:	
		Address Line 2:	
		City:	
		State:	
		Zip Code:	
		Email:	
		Telephone:	
Fax:			