**PLEASE USE THIS FORM FOR THE 2022-23 ACADEMIC YEAR**

Reminder: All Speaker Contracts must receive prior approval.

1. Prepare your speaker contract (**place** **initials in section three, or type “N/A”)**.

3. Attach your check/purchase requisition for payment.

4. Using Adobe Sign, send to your department approvers. Latoya Jenkins should be listed as final signer for Finance and Administration, and the signature space should be placed in the V.P for Finance & Admin. section. Latoya will review documents, delegate to Lenora Chapman for signature as needed, and send the contract to your campus guest/request any additional documentation.

For Academics: Julie Cowley/Alisa Gaunder must approve.

For Student Organizations: Jaime Woody must approve.

For Marketing/Communications: David Ochsner must approve.

For University Relations: Paul Secord must approve.

Contact Latoya Jenkins with any questions.

[jenkinsl@southwestern.edu](mailto:jenkinsl@southwestern.edu) 863-1472

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (formal name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city/state/zip)

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Mr/Ms/Dr name):

This letter will serve as the Agreement by which you will serve as a lecturer at Southwestern University.

1. You will deliver your lecture and meet with students on \_\_\_\_\_\_\_\_\_\_\_(date/year) from \_\_\_\_\_\_\_\_\_(time) to \_\_\_\_\_\_\_\_\_ (time).

2. Southwestern University will pay you $\_\_\_\_\_\_\_ after you have delivered your lecture. Cancelled lectures/performances cannot be compensated.

3. Southwestern University shall only reimburse or provide for those incidental out-of-pocket expenses which are initialed below by the sponsor up to an amount reasonable and necessary for the performance of your services.

\_\_\_\_\_\_\_\_     (1) local travel (beginning/ending odometer readings);

\_\_\_\_\_\_\_\_     (2) round trip travel expenses (coach) to/from Southwestern;

\_\_\_\_ \_\_\_      (3) reasonable hotel costs in Georgetown or nearby, if appropriate;

\_\_\_\_\_\_\_\_     (4) reasonable meal expense during the day(s) of travel and the

service, not to exceed $\_\_\_\_\_\_\_\_ per day.

4. You must submit an invoice and adequate receipts and documentation as required by Southwestern to support reimbursement of all reimbursable out-of-pocket expenses. Receipts must show detail of actual items/food purchased, payment method, and date and place of purchase (summary receipts will not be accepted).

5. You understand that you are responsible for paying all taxes owed for income you receive from this Agreement, since Southwestern will not withhold any such taxes for you. You also acknowledge and understand that you are an independent contractor in your dealings with Southwestern University. However, if you are a nonresident alien for United States Tax purposes (as defined in the Internal Revenue Service Publication 519), the institution is required to withhold and report the appropriate tax (up to 30%) on all payments received by you or paid on your behalf by the University or a representative of the University.

6. You must complete the enclosed Taxpayer I.D. and Certification Form (W-8BEN), before payments can be processed. Please complete and return the Form W-8BEN with this signed letter agreement.

7. Indemnification. The Performer/Provider shall indemnify and hold harmless the University from all claims, suits, actions, liabilities, damages, costs and expenses of any nature whatsoever, including, but not limited to, reasonable attorney’s fees and court costs incurred or suffered by the University, for or on account of any bodily injury, illness, death, slander, libel, invasion of privacy, property damage, or other injury, loss or damage suffered by any person or person’s property (including loss of use inflicted upon, caused to, received or sustained by any person or persons property) where the same arises out of, or results from any act or omission, negligent or otherwise, of the Performer/Provider, its officers, directors, shareholders, employees, servants, agents, contractors, or persons employed by the Performer/Provider’s agents or contractors in the execution or performance of this Agreement.

**The Performer/ Provider shall indemnify and hold harmless the University as provided in this section (i) regardless of the fact that an act or omission of the University, negligent or otherwise, contributed to the cause of bodily injury, illness, death, slander, libel, invasion of privacy, property damage, or other injury, loss or damage suffered by any person or person’s property, and (ii) regardless of the fact that the person who is injured, suffers loss, or damage or whose property is damaged is (a) the University, (b) the Performer/Provider, (c) an officer, director, trustee, shareholder, employee, servant, agent, or contractor of the University or the Performer/Provider, or (d) any other person whomsoever.**

8. Force Majeure. The University shall be fully released from its duties and obligations under this Agreement if the service that is contracted is rendered unserviceable due to Force Majeure. For the purposes of this Agreement, Force Majeure shall mean a cause or causes beyond the University’s control which shall include, without limitation, all labor disputes, civil disturbance, war, war-like operations, invasions, rebellion, hostilities, terrorism, military or usurped power, sabotage, acts of governments, pandemic protocols as defined by the institution to include disease and epidemics, fires or other casualty, inability to obtain any material or service, natural disasters, or acts of God.

9. Compliance of University Policies and Protocol

Performers/Providers shall comply with all University policies, procedures, and protocols at the date and time of visit, follow all instructions from authorized University personnel, and maintain communication as directed with their onsite contact person/SU sponsor. Performers/Providers shall also uphold and follow all current protocols according to the various government entities including, but not limited to, the United States Government, the State of Texas, the City of Georgetown, Texas, Williamson County, and all protocols for Southwestern University at the date and time of visit.

10. Access to University Facilities

Performers/Providers accept that the University retains the right, at its sole discretion, to deny access to anyone to University properties and facilities.

11. Personal Properties

Performers/Providers accept that he/she enters the University at his/her own risk. The University has no responsibility for lost or damage to personal properties. Further, the University has no responsibility for personal injuries while on University properties.

12. Agreement Terminations

Performers/Providers accept that the University may terminate this agreement at any time at its sole discretion and the visitor(s) shall immediately exit the University.

13. Notification of Encountered Difficulties

Performers/Providers shall notify the University immediately of any encountered problems that require University resolution.

14. Your campus contact will be:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tele. No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kindly indicate your consent to the foregoing by signing a copy of this letter and returning it with a copy of the documents listed below:

1. Foreign Visitor Information Form.
   1. Copy of Visa or ESTA (if participating in Visa Waiver Program).
   2. Copy of Passport.
2. I-94 (or new electronic equivalent).
   1. Traveler can log in and print I-94 record or give University permission to do so.
3. Appropriate W-8 Form.
   1. W-8BEN if individual, is required.
      1. Parts I and III are required to be completed.
      2. Part II is needed only if claiming treaty benefits.
   2. W-8BEN-E if entity.
4. Form 8233 if Individual Independent Contractor.
   1. Completed form must be returned and approved at least 10 business days prior to event date.

All documents may be returned to the Office of Finance and Administration.

Lenora Chapman or to [jenkinsl@southwestern.edu](mailto:jenkinsl@southwestern.edu)

Vice President for Finance and Administration

Southwestern University

PO Box 770

Georgetown, TX 78627-0770

Sincerely,

Lenora Chapman

Vice President for Finance and Administration

Acknowledgement of Agreement

I have agreed to the above:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Julie Cowley

Associate Vice President for Academic Affairs

2022 International Speaker Contract