

**SPEAKER AGREEMENT**  
(Related Entity)

This SPEAKER AGREEMENT (“Agreement”) dated as of \_\_\_\_\_, 20\_\_ is made between \_\_\_\_\_ (“Corporation”) and the speaker identified in section A below (“Speaker”) for the personal services of the Speaker to speak at the event at \_\_\_\_\_ College of The City University of New York (“University”) as described in section B (“Event”).

**Event Description:**

- A. Name and address of Speaker:
- B. Event Date & Time:
- C. Venue:
- D. Schedule:
- E. Corporation Contact:
- F. Payment: \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Checks shall be payable to \_\_\_\_\_ and mailed to the Speaker’s address. Speaker agrees to submit an invoice and a completed Claim for Payment form to the Corporation Contact for actual appearance and performance of agreement terms.

- G. Reimbursement for Travel and Other Expenses:
  - None
  - Reimbursement of a maximum of \$ \_\_\_\_\_ for the following (checked boxes only):
    - Round trip \_\_\_\_\_ class travel from \_\_\_\_\_ via \_\_\_\_\_ [e.g., train, plane]
    - Local transportation to/from Event and/or accommodation
    - Overnight accommodations for \_\_\_ nights, single occupancy
    - Other expenses: \_\_\_\_\_

<p>Speaker: _____</p> <p>By: _____</p> <p style="margin-left: 20px;">Name: _____</p> <p style="margin-left: 20px;">Title: _____</p>	<p>Corporation: _____</p> <p>By: _____</p> <p style="margin-left: 20px;">Name: _____</p> <p style="margin-left: 20px;">Title: _____</p>
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This Agreement was prepared and submitted to the College Purchasing Department on behalf of the Corporation by:

\_\_\_\_\_ Signature

Print name and title of preparer

and processed by the following individual in the College Purchasing Department on behalf of the Corporation:

\_\_\_\_\_ Signature

Print name and title of Purchasing Department processor

This agreement contains this cover page, one page of terms and conditions, Exhibit 1 – Claim for Payment.

1. **Recording and publication:** Speaker consents to the publication, distribution, broadcast, and/or recording of his or her presentation in any form or media for Corporation and University purposes, and not for any commercial purpose, unless Speaker objects in writing at least ten (10) days prior to the Event.
2. **Taxes:** Speaker shall be responsible for any tax consequences arising from this payment for services.
3. **Marketing and promotion of Event:** Corporation shall be solely responsible for all marketing and promotion of the Event.
4. **Cancellations:** Either party may cancel this Agreement without obligation to the other if cancellation notice is received in written form at least thirty (30) days before the Event date. Corporation may cancel this Agreement without liability if Speaker fails to comply with any term of this Agreement. Both parties shall be released from any liability or damages if the terms of this Agreement cannot be fulfilled due to illness, accident, or any other legitimate condition beyond the control and without the fault or negligence of the Corporation or the Speaker. However, in the event of such a force majeure event the parties shall use reasonable efforts to agree on a substitute date for the Event.
5. **Applicable law:** This Agreement shall be governed by the laws of the State of New York.
6. **Independent contractor:** Speaker is an independent contractor and not an employee or agent of Corporation or the University.
7. **Assignments and subcontracting:** Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party.
8. **Execution and counterparts:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed the original Agreement, but all of which together shall constitute one and the same instrument. Facsimile or pdf signatures shall be deemed to be original.

