

STATE OF NORTH CAROLINA

08/98

Rev: 3/07

WAKE COUNTY

**GUEST SPEAKER
CONTRACT**

This Agreement is made and entered into this ____ day of _____, 200____, by and between _____ (name and address) _____, (hereinafter referred to as "GUEST SPEAKER"), and NORTH CAROLINA STATE UNIVERSITY, c/o _____ (department) _____, Campus Box _____, _____ (Bldg. & Street) _____, Raleigh, North Carolina 27695-_____ (hereinafter referred to as UNIVERSITY);

WITNESSETH

THAT WHEREAS, UNIVERSITY has engaged the GUEST SPEAKER to perform certain services;

WHEREAS, the parties hereto desire to reduce the terms of this Agreement to writing;

NOW THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1.0 DUTIES OF THE GUEST SPEAKER AND UNIVERSITY

1.1 The GUEST SPEAKER shall prepare and be responsible for the following:

1.2. The UNIVERSITY shall prepare and be responsible for the following:

2.0. RELATIONSHIP BETWEEN PARTIES

2.1. The GUEST SPEAKER shall be an independent contractor during the period of performance under this Agreement and not an employee of North Carolina State University. The GUEST SPEAKER shall not be considered as being entitled to participate in any plan, arrangements, or distributions by the UNIVERSITY pertaining to or in connection with any qualified pension plan or providing any other health or welfare plan with similar benefits for regular employees.

2.2. As an independent contractor, the GUEST SPEAKER shall be responsible for the payment of any taxes due on any monies received by him/her.

2.3. The GUEST SPEAKER shall be responsible for expenses related to any injury or malady occurring to him/her during the period of this Agreement.

2.4. The GUEST SPEAKER agrees to indemnify and hold harmless UNIVERSITY, its trustees, employees, and agents against any liability arising from the subject matter of this Agreement and from any breach of the duties described in this Agreement. Such indemnity shall include, but shall not be limited to, costs arising from any litigation.

2.5. Each party represents and warrants to the other party that it has full right and power to enter into this agreement.

2.6. The GUEST SPEAKER understands that he/she is not an agent of UNIVERSITY and shall not hold himself/herself out to the public to be an agent of UNIVERSITY.

3.0. SCHEDULE

3.1. This agreement shall cover the presentation made by GUEST SPEAKER on _____

3.2. In the event that the performance of any of the covenants of this agreement is prevented by any cause beyond the reasonable control of the UNIVERSITY or the GUEST SPEAKER, both the UNIVERSITY and the GUEST SPEAKER shall be relieved of their obligations hereunder with respect to this engagement. Both parties shall make every effort to reschedule the engagement when possible.

4.0. FINANCIAL RESPONSIBILITY

4.1. The GUEST SPEAKER will receive a total of _____ dollars (\$_____) as fees for the services provided to UNIVERSITY.

4.2. The fees shall be paid _____.

4.3. Payment shall be made by UNIVERSITY check. The check is to be made payable to _____.

4.4. It is understood and agreed between UNIVERSITY and the GUEST SPEAKER that payment of compensation specified in this Agreement, its continuation or any renewal thereof, is dependent upon and subject to the allocation of funds for the purpose set forth in this Agreement. At the time that

this Agreement is made, appropriate funds have been allocated to compensate the GUEST SPEAKER for the fees described in Section 4.0.

5.0 JURISDICTION

It is agreed between the parties hereto that the place of this contract, its situs and forum, shall be Wake County, North Carolina, and in said County and State such matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Agreement, shall be determined.

6.0 MODIFICATION OF AGREEMENT

6.1. This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and suspends all prior oral or written statements or agreements.

6.2. This contract may be amended only by written amendments duly executed by the GUEST SPEAKER and UNIVERSITY.

7.0 ACCESS TO PERSONS AND RECORDS

The State or university auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.

8.0 PERSONAL IDENTIFIERS

If the UNIVERSITY provides the GUEST SPEAKER with personal identifiers as listed in North Carolina General Statute 132-1.10 or any other legally confidential information, GUEST SPEAKER hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number information or other legally confidential information from UNIVERSITY is necessary for the performance of GUEST SPEAKER duties and responsibilities on behalf of the UNIVERSITY. GUEST SPEAKER further certifies that it shall maintain the confidential and exempt status of any such social security number information, as required by subsection (c)(1) of the statute.

9.0 TERMINATION

The University may terminate this agreement for cause at any time by 30 days notice in writing from the UNIVERSITY to the GUEST SPEAKER.

IN WITNESS THEREOF, the authorized representatives of the parties have executed this Agreement on the _____ day of _____, 200____.

GUEST SPEAKER

NORTH CAROLINA STATE UNIVERSITY

(Signature)

Name: _____
Title: _____
Date: _____

Recommended by:

Project Coordinator Date

Authorized by:

Date
Director of Materials Management