



GUEST SPEAKER AGREEMENT

THIS AGREEMENT ("Agreement") is made between Alcorn State University ("ASU") and _____ ("Guest Speaker").

WITNESSETH

WHEREAS, Guest Speaker has submitted to ASU a proposal for the performance of certain professional services; and,

WHEREAS, ASU desires to enter into an agreement with Guest Speaker for the performance of these professional services.

NOW, THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASU and Guest Speaker agree as follows:

1. **Scope of Engagement.** Guest Speaker agrees to supply ASU with the professional service described as follows (the "Presentation"):
 - a) Title of Presentation: _____
 - b) Date: _____
 - c) Beginning and Ending Times: _____
 - d) Location: _____
2. **Payment.** In consideration of the Presentation provided pursuant to this Agreement, ASU shall pay Guest Speaker a fee not to exceed _____ Dollars (\$ _____) including all travel and lodging expenses except as outlined in Section 3 below. Payment of compensation specified in this Agreement is dependent upon and subject to the allocation, appropriation or availability of funds to ASU for the purpose set forth in this Agreement.

Payment shall be made to Guest Speaker as outlined below:

Upon satisfactory completion of approved aspects of its duties, Guest Speaker shall submit an invoice requesting payment and referencing the purchase order number to:

ASU's payment term is **Net 45 Days after receipt of invoice.**

Payment of compensation to Guest Speaker shall be conditioned upon satisfactory completion of its duties as evidenced by approval of ASU's Representative. The signature of the authorized representative on the invoice shall be sufficient proof of such approval.

Guest Speaker's invoices shall specify the dates, extent, and nature of the performance rendered for which payment is requested.

ASU shall withhold and shall account for the Contract Employee's liability for FICA/Medicare, Federal Withholding, and Mississippi Withholding taxes. The Contract Employee shall be responsible for completing the required forms to facilitate these deductions. ASU shall also pay the required employer matching portion of FICA/Medicare Taxes. Additionally, ASU will pay, as applicable, the appropriate contribution to the board of the Public Employees Retirement System (PERS) of Mississippi, for reemployed PERS retirees. The Contract Employee shall be furnished a Form W-2 on or before January 31 following the end of a calendar year.

ASU shall reimburse Contract Employee for meals, lodging, transportation, and associated travel expenses incurred in the performance of this Agreement in compliance with accepted reimbursement policies adopted by ASU.

3. Payment for services rendered will be made by ASU upon submission by Contract Employee of the bi-weekly time sheets and approval by supervisor. Payment will be made on a bi-weekly delayed basis. All payments shall be made by direct deposit to the bank account of the Contract Employee unless otherwise documented by the Senior Vice President for Finance, Administrative Services and Operations/CFO.
4. **Expenses and Services.** In addition to the payment described in Section 2 of this Agreement, ASU shall pay the following services in support of the Presentation: _____

5. **Independent Contractor.** Guest Speaker shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees in connection with its provision of the Presentation. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between Guest Speaker and ASU.

As an independent contractor, Guest Speaker shall assume all responsibility for reporting any earnings to Federal and State authorities where required by law and paying such taxes as may be required thereon. The consultant/contractor shall perform all services as an independent contractor and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the consultant/contractor with respect to third parties shall be binding on ASU.

6. **License to ASU.** Guest Speaker grants to ASU, its employees, assigns, and agents, the right to live stream, make and use videotapes, audiotapes, photographs, and/or soundtrack recordings of Guest Speaker performing the Presentation and to copyright, broadcast, distribute, reproduce, republish, use, reuse and/or license the Presentation, in analog or digital form, or any other form now known or later developed, for any purpose whatsoever. Guest Speaker also consents to the use of his/her name and any transcripts or other printed matter in connection with the foregoing.

7. **Indemnification.** Guest Speaker warrants that the Presentation is original, does not infringe the copyright of another, and agrees to indemnify, defend and hold ASU harmless from any and all claims, actions, lawsuits, proceedings, costs, expenses, damages and liabilities, including attorney’s fees, resulting from or arising out of Contractor’s breach of the Agreement and/or the negligence or willful misconduct of Contractor or its employees or agents. Any provisions of the Agreement which require ASU to indemnify Contractor or any other third parties in any way are deleted in their entirety. See Miss. Op. Att’y Gen., Stringer (January 25, 2006). ASU shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with ASU to the degree and within the parameters required under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, *et seq.* ASU is an entity of the State of Mississippi and is afforded the protection of limited sovereign immunity pursuant to Miss. Code Ann. § 11-46-1, *et seq.*, and any action against ASU shall be filed in accordance with and subject to the limitations contained therein.

8. **Termination.** ASU may terminate this Agreement at any time by providing thirty (30) days written notice to Guest Speaker.

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, address to:

Alcorn State University:

Contract Employee:

10. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such causes shall include without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics or pandemics (including Covid-19), governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”).

11. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.

12. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Mississippi without reference to conflicts of law provisions of the Mississippi Code of 1972. Consultant/Contractor shall comply with all applicable federal, state and local laws and regulations. If a court determines that any provision of this Agreement is not enforceable against ASU, the consultant/contractor agrees that the individual signing this Agreement on behalf of ASU is not personally responsible or liable for any of the obligations and duties contained herein.

