

CHAPMAN UNIVERSITY
CLASSROOM GUEST SPEAKER/PERFORMER ENGAGEMENT AGREEMENT

This Agreement for a Classroom Guest Speaker/Performer is made this day of (month),
20 , between Chapman University ("University"), a California non-profit corporation and

Speaker/Performer/DBA Name:

(Name must match SSN or EIN Provided on form W-9)

Permanent Address:

(Street Address)

(City, State, Zip code)

Telephone:

Email:

Supplier ID # must be listed on page 3 or send email to supplier@chapman.edu for registration request

University Contact:

Department:

Telephone:

1. COURSE NAME AND DATE:

2. COMPENSATION:¹

Fee/Honorarium A. Amount: \$

B. Payment Options (select only one option below for timing of payment):

1. ☐ amount in Section 2A is due and shall be paid by check no later than 30 days after conclusion of the activity.
2. ☐ amount in Section 2A is due and shall be paid by check no later than 30 days after final execution of the agreement.
3. ☐ amount in Section 2A is due and shall be paid by check at conclusion of the activity.
4. ☐ other – please specify :

3. INDEPENDENT CONTRACTOR: The Speaker/Performer, his/her agents and employees (if applicable) in the performance of this Agreement shall act in the capacity of an independent contractor and not as an employee or agent of the University. The Speaker/Performer agrees that nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Speaker/Performer shall not become an employee of the University by acting under this Agreement and Speaker/Performer shall be responsible for the payment of any taxes and social security contributions owing from the above compensation. The University retains the right to direct the Speaker/Performer to discontinue any activity constituting a violation of University policy or federal, state or local laws.

¹ California Non-Residents - Payments made to (1) nonresident individuals or (2) businesses that do not have a permanent place of business in the state of California and that are not qualified through the Office of the Secretary of the State to do business in California are subject to applicable California tax withholding laws and regulations, unless such payee confirms that it is exempt from withholding by submitting a completed Form 590 with the first invoice to Chapman University.

4. INDEMNIFICATION: The Speaker/Performer agrees to indemnify, defend, and hold harmless the University, its trustees, officers, agents and employees from and against all claims, suits, damages, judgments, liabilities, penalties, losses or expenses (including costs and attorneys' fees) arising from the (i) negligence, (ii) actual or alleged infringement of any copyright, privacy or publicity right, or other statutory or common law right of any person, firm or corporation, (iii) the defamation of any firm, person, or corporation, (iv) violation of applicable local, state, or federal law; or (v) willful misconduct of or by the Speaker/Performer, its agents, or employees.
5. MISCELLANEOUS
 - a. The University shall have the right and royalty free license to simulcast, stream or produce and show a delayed broadcast of the Speaker/Performer's presentation to the University community or general public, through closed-circuit television, internet or webcast. This license shall be non-exclusive and the copyright shall remain with the Speaker/Performer. Copies of the Speaker/Performer's presentation may be maintained by the University's library for use and benefit of its patrons. The Speaker/Performer consents to the use of such a recording.
 - b. The Speaker/Performer hereby grants the University, its employees, and its agents, the non-exclusive, royalty-free right to use his/her/their name, picture, and likeness as captured by the University during the Speaker/Performer's presentation, including the rights to copy, display, publish, exhibit, and distribute his/her/their name, picture, and likeness in any communications medium currently existing or later created, including without limitation print media, website, and the internet in connection with the merchandising, marketing or promotion of the Speaker/Performer's presentation or Chapman University.
 - c. The University reserves the right to change the location, schedule, and other aspects of the Event to ensure that the Event is conducted in or at an appropriate time, place, and manner and does not unreasonably interfere with University's normal business operations.
 - d. The Speaker/Performer is solely responsible for securing and clearing all required third-party copyright permissions for the Speaker/Performer's presentation, and for payment of associated licensing fees, and/or dramatic rights, dramatic musical works and/or performance fees required by rights holder, unions, guilds, and similar organizations.
6. APPLICABLE LAW AND VENUE: This Agreement shall in all respects be interpreted, enforced, and governed exclusively by and under the laws of the State of California. Venue for any action to enforce the terms and conditions of this Agreement shall be Orange County, California.
7. FORCE MAJEURE: University shall not be liable for, and shall have the option to terminate or suspend this Agreement by written notice to Speaker/Performer upon, any delay or failure of performance hereunder due to any cause beyond the reasonable control of University, including, without limitation, acts of God, natural disasters, strikes, disturbances of peace, riots, war, insurrection, acts of terrorism, governmental action, government shutdowns, government issued states of emergency, quarantine restrictions, epidemics, or other emergencies including planned or unplanned closures of the University campus for public health, welfare, or safety purposes, which make it inadvisable, excusable, or impossible to perform this Agreement (each, a "Force Majeure Event"). Speaker/Performer shall return to University any and all fees and sums prepaid by or on behalf of University in connection with this Agreement to the extent such fees or sums are allocable to nonperformance resulting from a Force Majeure Event.
8. TERMINATION: The University may terminate this Agreement for its convenience at any time by giving the Speaker/Performer at least fifteen (15) days' written notice of such action. For termination under this section that does not constitute a Force Majeure Event, the University agrees to reimburse the Speaker/Performer for noncancelable, out of pocket travel expenses incurred by the Speaker/Performer in the performance of this Agreement and approved by the University, subject to

submission of itemized, original receipts. Such reimbursement shall not exceed the amount of the Fee/Honorarium set forth in Section 2A.

9. **MERGER CLAUSE AND MODIFICATION:** This Agreement contains the entire agreement between the parties on the subjects addressed in this Agreement and replaces any other prior agreements between the parties.
10. **HARASSMENT AND DISCRIMINATION:** Speaker/Performer agrees to comply with the University's policy on harassment and discrimination, a copy of which is available at <https://www.chapman.edu/faculty-staff/human-resources/hr-policy/index.aspx> and incorporated by reference. A copy of this policy may also be obtained by calling 714-997-6686.
11. **EXECUTION OF AGREEMENT:** This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the Parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of the Agreement, as executed by the Parties, may be used in lieu of an original for all purposes permitted by law.

THE PARTIES HAVE AGREED TO AND EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

ACCEPTED BY CHAPMAN UNIVERSITY:

ACCEPTED BY SPEAKER/PERFORMER

Harold W. Hewitt, Jr.
Executive Vice President and Chief Operating Officer

Signature

Print Name

Date

Date

_____ NUMBER	_____ NUMBER
PEOPLESOFT SUPPLIER ID #	CONTRACT/GRANT NO. (IF APPLICABLE)
	AGENCY NAME
	_____ NUMBER
	ACCOUNT TO BE CHARGED

COVID Compliance Addendum

Speaker/Performer agrees to comply with any special safety measures, policies or procedures, including its own specific COVID-19 safety plans, requested by the University that relate to the requirements or health and safety guidelines of the Centers for Disease Control and Prevention, the State of California, the California Department of Public Health and Cal/OSHA guidance for institutions of higher education, the County of Orange, Orange County Health Care Agency, and any other regulatory authority in which the University operates, as well as any such measures promulgated by the University to assure the necessary safety of the Chapman University community in connection with the risks of COVID-19 or related strains or diseases and/or any other public health risk. This may include, but is not limited to, safety plans and precautions, education and training, testing, reporting, and tracing requirements.