

**WINSTON-SALEM STATE UNIVERSITY**  
**GUEST SPEAKER/PERFORMER AGREEMENT**

This Agreement (“Agreement”) is made between the Winston-Salem State University, (the “University”) and **Enter Name of Company / Contractor / Individual Contractor** (“Guest Speaker/Performer”).

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

WHEREAS, the University desires to enter into an agreement with Guest Speaker/Performer 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, the University and Guest Speaker/Performer agree as follows:

1. **SERVICES.** Guest Speaker/Performer agrees to supply the University with the services described in Exhibit A (the “Presentation”), attached hereto and incorporated by reference as if fully set forth herein.
2. **TERM.** This Agreement becomes effective upon the date of last signature below and shall automatically terminate upon performance of all obligations by both parties.
3. **PAYMENT AND EXPENSES.** In consideration for Guest Speaker/Performer’s Presentation, the University shall compensate Guest Speaker/Performer as detailed in Exhibit B (the “Compensation”) upon completion of the Presentation. The University's payment terms are Net 30 after receipt of accurate invoice or completion of Presentation, whichever is later, unless discounted payment terms are negotiated and stated in Exhibit B.

Guest Speaker/Performer is responsible for all travel, meals, lodging, and such other expenses as Guest Speaker/Performer may incur in the fulfillment of this Agreement, unless otherwise specified in Exhibit B. Payment of compensation specified in this Agreement is dependent upon and subject to the allocation, appropriation, or availability of funds to the University for the purpose set forth in this Agreement.

4. **TAX WITHHOLDING.** Guest Speaker/Performer acknowledges and agrees that under North Carolina law non-resident (out-of-state) Guest Speaker/Performers are subject to a compensation withholding assessment amounting to four percent (4%) of any annual compensation greater than \$1,500.00 for the following services: a performance; an entertainment or athletic event; a speech; the creation of a film, radio, or television program.

5. **INDEPENDENT CONTRACTOR.** Guest Speaker/Performer 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/Performer and the University. As an independent contractor, Guest Speaker/Performer shall be responsible for the payment of any taxes due on any monies received by him/her.
  
6. **LICENSE TO THE UNIVERSITY.** Guest Speaker/Performer grants to the University, its employees, assigns, and agents, the right to live stream, make and use videotapes, audiotapes, photographs, and/or soundtrack recordings of Guest Speaker/Performer 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/Performer also consents to use of his/her name and any transcripts or other printed matter in connection with the foregoing.
  
7. **INDEMNIFICATION.** Guest Speaker/Performer warrants that the Presentation is original, does not infringe the copyright of another, and agrees to release, discharge and hold harmless the University, its employees and agents, all persons acting under its authority, and those for whom it is acting, from all claims, causes of action and liability of any kind, in law or equity, based upon or arising out of use of the Presentation or this Agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement.
  
8. **TERMINATION.** The University may terminate this Agreement at any time by providing ten (10) days' written notice to Guest Speaker/Performer.
  
9. **SALES COMMISSION.** Guest Speaker/Performer may sell books, records, photographs, and other souvenirs prior to the event, during intermission, and after the event subject to a University twenty percent (20%) concession commission.
  
10. **NOTICES.** All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing. Notice will be deemed received on the completion of the third (3<sup>rd</sup>) business day following the documented date of deposit with the United States Postal Service:

All notices to University shall be sent to:

Enter Name of WSSU Employee  
Enter Employee Title  
Enter Street Address  
Enter City / State / Zip  
Enter Employee Telephone Number  
Enter Employee Email Address

All notices to Guest Speaker/Performer shall be sent to:

Enter Name of Company / Contractor / Individual Contractor  
Enter Name of Contact  
Enter Street Address or PO Box  
Enter City / State / Zip  
Enter Telephone Number  
Enter Fax Number (delete if not applicable)  
Enter Email Address

11. **FORCE MAJEURE.** Notwithstanding any other term of this Agreement, if either Party's performance of obligations under this Agreement is materially hampered, interrupted, or interfered with; or is made illegal, impossible, or so difficult or expensive as to be commercially impracticable by an act of *force majeure*, then upon demonstrating the exercise of reasonable diligence to comply with its obligations under this Agreement, the affected party shall be excused from performance or underperformance of this Agreement.

For purposes of this provision, any such cause shall constitute *force majeure* and shall include, but not be limited to, the following: act of God; unavoidable accident; epidemic, pandemic or public health emergency; fire; casualty; lockout; act of public enemy or terrorism; war, riot or civil commotion; enactment of law or order of governmental instrumentality; strike or other labor dispute; earthquake, tornado, hurricane, inclement weather, or other event of a catastrophic nature that requires the closure of, or limitation of services on, the University campus; or, other cause of a similar magnitude; or the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, governmental, or judicial regulation, order or decree; any local or national emergency; or, any other unforeseeable event beyond the Parties' control.

Both parties agree to follow US Government guidelines regarding COVID-19 pandemic precautions. In the event that the CDC recommends against large in-person gatherings or nonessential air travel, the event will be rescheduled to a mutually agreeable date or reformatted appropriately to comply with guidelines.

12. **LIABILITY INSURANCE.** While the University does not require the Guest Speaker/Performer to carry liability coverage, the University recommends that during the Term of this Agreement the Guest Speaker/Performer maintain at its sole cost and expense professional liability insurance with a limit of not less than \$1 million dollars per occurrence and general liability insurance with combined single limits coverage for bodily injury and property damage of not less than \$1 million dollars per occurrence, \$2 million aggregate.
  
13. **COMPLIANCE AND DISCRIMINATION.** Guest Speaker/Performer and the University shall comply with all federal, state, and local laws, ordinances, codes, rules, and regulations in connection with this Agreement. Guest Speaker/Performer shall comply with University's Policy on Discriminatory Conduct located at <https://www.wssu.edu/about/offices-and-departments/division-of-institutional-integrity/legal-affairs/policies-and-procedures/chapter-900-general-university-policies/101.3.html>, and in the performance of this Agreement shall not harass or discriminate against any persons on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, political affiliation, genetic information, veteran status, disabling condition, or age.
  
14. **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.
  
15. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, and the exclusive venue for any legal proceedings arising from or incident to this Agreement shall be the state courts sitting in Forsyth County, North Carolina.
  
16. **SEVERABILITY.** Should any non-material provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.
  
17. **AUDITOR'S ACCESS.** Auditors for the State of North Carolina or WSSU shall have access to persons and records resulting from this Agreement in accordance with N.C.G.S. § 147-64.7.
  
18. **EQUAL OPPORTUNITY FOR VEVRAA PROTECTED VETERANS.** **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to**

**employ and advance in employment qualified protected veterans.**

19. **AMENDMENTS.** Any modifications to this Agreement, including, but not limited to, modifications made on the face of this Agreement must be in writing signed by both parties.
20. **MERGER.** This Agreement states the final and exclusive agreement between the parties and supersedes all prior negotiations and agreements for the Services.
21. **SEVERABILITY.** If any provisions or portions thereof are declared invalid, illegal, or unenforceable, this Agreement will be construed as if such invalid, illegal, or unenforceable provisions were removed.
22. **HEADINGS.** The headings of the sections, paragraphs, and subparagraphs of this Agreement are for convenience only and do not affect the construction or interpretation of any provisions.
23. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile or e-mail transmission of a ".pdf" format data file, such signature shall be valid with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
24. **DEBARMENT.** Neither the Contractor nor any of its Affiliates (a) has been debarred by the State or Federal government, (b) is subject to debarment proceedings by the State or Federal government or (c) will use, in any capacity, in connection with the activities to be performed under this Agreement, any Person that has been debarred, or who is the subject of debarment proceedings by the State or Federal government. If either Party learns that a Person performing on its behalf under this Agreement has been debarred by the State or Federal government, or has become the subject of debarment proceedings by the State or Federal government, such Party shall promptly notify the other Party and shall prohibit such Person from further performance on its behalf under this Agreement.

Guest Speaker/Performer and the University have made this Agreement effective as of the date of the last signature below as indicated by the signatures of their authorized representatives.

**WINSTON-SALEM STATE UNIVERSITY**

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

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

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

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

**ENTER NAME OF COMPANY / CONTRACTOR / INDIVIDUAL CONTRACTOR**

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

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

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

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

**EXHIBIT A**  
**to**  
**GUEST SPEAKER/PERFORMER AGREEMENT**  
**between**  
**WINSTON-SALEM STATE UNIVERSITY**  
**and**

**ENTER NAME OF COMPANY / CONTRACTOR / INDIVIDUAL CONTRACTOR**

**PRESENTATION**

The Guest Speaker/Performer shall provide the following presentation(s) as directed by **Enter Name of Principal Investigator or Other WSSU Employee**, the University's Representative under this Agreement:

- Title of Presentation, Talk, or Event: **Insert Title of Presentation, Talk, Event, etc.**
- Date: **Insert Date of Event/Engagement**
- Beginning and Ending Times: **Insert Beginning and Ending Times**
- Location: **Insert Location of Event/Engagement**

**EXHIBIT B**  
**to**  
**GUEST SPEAKER/PERFORMER AGREEMENT**  
**between**  
**WINSTON-SALEM STATE UNIVERSITY**  
**and**

**ENTER NAME OF COMPANY / CONTRACTOR / INDIVIDUAL CONTRACTOR**

**COMPENSATION**

- In section 1, define how we will pay the Guest Speaker/Performer. The University does not prepay services or make deposits for services.
- If discounted payments terms have been negotiated, add the payment terms as a bullet under #1
- In section 2, choose the travel, lodging, incidentals applicable to this agreement.
- **Delete these instructions once this section is completed.**

1. FUND NUMBER: Enter Fund Number Here

ACCOUNT NUMBER: Enter Account Number Here

GRANT TRACKING NUMBER: Enter Grant Tracking Number Here (if applicable)

GRANT AWARDED FROM: Enter Grant Awarded From Here (if applicable)

Upon satisfactory completion of the presentation(s) designated in Exhibit A, and any attachments, and upon receipt of an itemized invoice of prior services rendered, the University shall compensate Guest Speaker/Performer for services performed under this Agreement:

**[Choose the payment method that applies, delete the others and this sentence.]**

- at the fixed sum of \$Enter Dollar Amount
- \$ Enter Dollar Amount per hour
- \$ Enter Dollar Amount in accordance with the schedule shown below:

**\*\*\* If paying by a schedule, enter schedule information in this area \*\*\***

As an agency of the State of North Carolina, University may not make any advance payment(s) or deposit(s) prior to the completion of contracted services. Payment will be made per the preference indicated by the Contractor when registering with WSSU, either by ACH (Direct Deposit) or by University check mailed to the address on this Agreement. State law prohibits University from agreeing to any acceleration clauses.

**[Choose the option below that applies, delete the others and this sentence.]**



2. Guest Speaker/Performer is responsible for all travel, meals, lodging in the fulfillment of this Agreement.

**OR**

Upon receipt of an itemized invoice, the University will reimburse Guest Speaker/Performer for travel, lodging, and meals consistent with state regulations concerning travel expense reimbursement. Guest Speaker/Performer must submit receipts to the University for reimbursement. Reimbursement may not exceed:

- \$Enter Dollar Amount for transportation to and from the Agreement site
- \$Enter Dollar Amount per day for rental of vehicles for a maximum of number of days
- \$Enter Dollar Amount for lodging for a maximum of [number of nights] of nights