

BARNARD

Speaker / Lecturer Agreement

This Agreement, effective this ____ day of _____ is made by and between, _____, on behalf of Barnard College, a New York not-for-profit educational corporation ("Barnard"), and _____ ("Speaker"). For good and valuable consideration, the parties agree as follows:

1. TERMS OF ENGAGEMENT:

- a. Description of Engagement: _____ ("Engagement")
- b. Speaker: _____
- c. Speaker's telephone number: _____
- d. Booking Agent (if applicable): _____
- e. Date of Engagement: _____
- f. Location of Engagement: _____
- g. Duration of Engagement: Starting: _____ Ending: _____

2. **ACCOMMODATIONS, TRANSPORTATION AND MEALS:** Payment for Speaker's accommodations, transportation, and meals is at the sole discretion of Barnard. If Barnard agrees to pay for travel, Speaker will notify Barnard of travel arrangements at least fourteen (14) days prior to the Engagement. All such arrangements (a) require Barnard's written approval; (b) must be in conformance with Barnard's Travel Policies and Procedures (if any) and Barnard's Expense Policies and Procedures, as applicable; and (c) require Speaker to provide Barnard with original receipts for reimbursement of actual expenses incurred. If applicable, payment for such arrangements will be made net thirty (30) days after the receipt by Barnard of the receipts but no earlier than net thirty (30) days after the Engagement.

- a. Accommodation expenses (**WILL/WILL NOT**) be paid by Barnard, total expenses not to exceed \$ _____.
- b. Transportation expenses (**WILL/ WILL NOT**) be paid by Barnard, total expenses not to exceed \$ _____.
- c. Meal expenses (**WILL/WILL NOT**) be paid by Barnard, total expenses not to exceed \$ _____.

3. **PAYMENT FOR ENGAGEMENT:** Barnard will pay Speaker the sum of \$_____ for the Engagement by Barnard check in U.S. dollars within thirty (30) days of the Engagement. Barnard will not pay or withhold federal, state, or local income or other payroll taxes on behalf of Speaker. Speaker agrees to report and pay all applicable taxes.
4. **ENTIRE AGREEMENT:** This Agreement and any applicable attachments and exhibits shall constitute the complete and exclusive statement of the agreement between College and Artist with respect to the Works created hereunder. The Agreement may be modified only pursuant to a written instrument signed by authorized representatives of both parties. The invalidity in whole or in part of any provision of the Agreement shall not affect the validity of other provisions. To the extent that Artist's terms and conditions, if any, shall conflict with the Agreement, this Agreement shall control. Either party's failure to insist upon the performance of any term of the Agreement shall not be construed as a waiver of that party's present or future right to such performance and each party's obligations in respect thereto shall continue in full force and effect. The headings in the Agreement have been inserted solely for convenient reference and shall be ignored in its construction.
5. **RESPONSIBILITY:** Speaker is responsible for their equipment and personal property. In addition, Speaker shall furnish all materials necessary to perform the services contemplated herein.
6. **INDEMNIFICATION:** To the fullest extent permitted by law, Speaker will defend, indemnify, and hold harmless Barnard, its respective affiliates, contractors, officers, directors, trustees, employees and agents from and against any and all claims, demands, liabilities, damages and expenses, losses of every nature and kind, including attorney's and other professional's fees, (collectively "Claims"), arising out of the intentional or negligent acts or omissions in the performance of the Engagement by the Speaker or Speaker's failure to render services in compliance with this Agreement, including but not limited to any third-party claims relating to the Engagement, advertising, product liability claims, or infringement of any trademark, copyright, patent, trade secrets or nonproprietary right of a third party (including, without limitation, defamation, libel or violation of privacy or publicity).

7. TERMINATION:

- a. Without Cause. Either Barnard or Speaker may cancel or terminate this contract and the services to be rendered without liability, with written notice to the other party at least thirty (30) days before the Engagement.
- b. With Cause. Either party may terminate this Agreement immediately for cause. For this purpose, "cause" means a material breach of this Agreement by the other party that is not cured within five (5) days of the receipt of notice of the alleged breach by the non-breaching party to the breaching party.

8. COMPLIANCE WITH LAWS/ POLICIES: Artist/Performer agrees to abide by all applicable federal, state and local laws and the policies of Barnard College. Artist/Performer is in compliance with state and city law regarding required employee trainings related to the prevention of sexual harassment, as applicable

9. PERFORMANCE: If Speaker is not punctual in arrival according to the schedule provided by Speaker to Barnard, Speaker will reimburse Barnard for any additional costs incurred by Barnard as a result of such tardiness (*e.g.*, physical plant services, electrician's fees, etc.) If Speaker fails to appear for the Engagement, Speaker will reimburse Barnard for all bona fide costs related to the Engagement and this Agreement will be voidable by Barnard.

10. FORCE MAJEURE: In the event that either party is unable to perform its obligations under this Agreement as a result of a *Force Majeure*, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "*Force Majeure*" shall mean fires, earthquakes, floods, acts of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, acts of terrorism or other hostilities, litigation, war or other act of any foreign nation, power of government or governmental agency or authority, epidemics, pandemics or any other cause like or unlike any cause above mentioned which is beyond the control of either party.

11. PROMOTION/USE OF BARNARD COLLEGE NAME OR MARKS: Speaker will be available to on campus media via phone in advance of the date of Engagement. Speaker may never use Barnard's name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of the Barnard College Office of Communications.

12. **INDEPENDENT CONTRACTOR:** Speaker is an independent contractor and not an employee or agent of Barnard College. The arrangements contemplated by this agreement shall not be deemed to constitute a partnership or joint venture between Speaker and Barnard. Speaker shall not be entitled to any Barnard Employee Benefits of any nature whatsoever, including, but not limited to fringe benefits, health and unemployment insurance, worker's compensation and pension plans. Speaker will not make commitments on behalf of Barnard unless expressly authorized in writing by Barnard. Speaker shall not represent to any person or entity that the Speaker is associated with Barnard in any capacity other than that of an independent contractor. Speaker will defend, indemnify and hold harmless Barnard from and against any and all liability for the payment of taxes, interest and/or penalties, as well as damages and costs, including attorney's fees, in connection with any claim that Speaker is an employee of Barnard.

13. **NON- INFRINGEMENT:** Speaker represents and warrants that Speaker is free to enter into this Agreement and that Engagement does not violate the terms of any agreement between Speaker and any third party. Speaker represents and warrants that neither the Engagement nor any materials provided in connection with the Engagement will infringe, violate the copyright, patent, trademark, trade secret or any other right of any third party, and no additional permissions, clearances, assignments, or licenses are necessary to give full effect to the provisions of this Agreement. Speaker represents and warrants that all copyright or similar permissions or licenses that may be necessary to perform the Engagement have been obtained and shall provide documentation to Barnard of such permissions upon request.

14. **CONFLICTS:** Speaker represents that no trustee, officer, employee or any other person affiliated with Barnard and having involvement with this Agreement(1) is affiliated with the Speaker, and (2) received, was promised, or will receive anything of value in connection with this Agreement or performance contemplated hereunder.

15. **EXECUTION:** No student may bind Barnard College to a contract. All contracts must be signed by an authorized representative of Barnard. The authorized representative, in signing this contract, does so solely as a duly authorized representative of Barnard and does not assume any personal liability for meeting the terms of the contract.

16. **GOVERNING LAW/VENUE:** All disputes regarding the construction, interpretation and parties' obligations under this Agreement will be governed by the laws of the State of New York, notwithstanding any of that state's laws to the contrary, regardless of the location of the Engagement. The venue and jurisdiction for the resolution of any such dispute will be State or Federal court in state of New York. Speaker agrees to abide by all applicable federal, state and local laws and the policies of Barnard College.
17. **NO ASSIGNMENT:** Neither party shall assign or delegate its rights and obligations under this Agreement or any part hereof without prior written consent of the non-assigning or non-delegating party.
18. **SURVIVAL:** To the extent any term, covenant, condition or portion of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives.

Barnard College

Signature: _____ Date: _____
Name: _____
Title: _____

Speaker

Signature: _____ Date: _____
Name: _____
Title: _____
Address: _____
Telephone: _____
Email: _____
Social Security (Last Four Digits): _____
Tax I.D Number: _____