

University Of San Francisco

VIRTUAL SPEAKER AGREEMENT

This Virtual Speaker Agreement (“Agreement”) is made and entered into by and between the University of San Francisco, a California non-profit public benefit corporation (the “University”), and _____ (“Speaker”) and is dated as of _____.

The University desires to obtain the personal services of Speaker and Speaker has the expertise and experience to speak regarding _____ as described herein. The parties therefore agree as follows:

1. **Event Description.** Speaker shall speak at the following date and time:

Date:

Time (Pacific Time):

2. **Method.** Speaker shall use _____ software for delivering the speech.

3. **University Liaison.** The University liaison responsible for coordinating the virtual speaking engagement will be:

Name:

Phone:

Email:

4. **Speaker’s Agent.** If Speaker will be represented by an Agent, the following information must be provided:

Agent Name:

Agent Address:

Agent Email:

5. **Equipment and Materials.** Speaker shall provide their own digital equipment necessary to deliver the speech virtually from their own computer.

6. **Compensation and Expenses.** University shall compensate Speaker as follows:

Speaker Fee: \$ _____ to _____

Lodging:
Meals:
Transportation:
Other:
Total:

Any expense reimbursements not documented by Speaker with original receipts will be treated by University as additional nonemployee compensation reportable to the Internal Revenue Service (IRS) on Form 1099-MISC.

7. **Speaker Taxes.** Except as provided below, Speaker shall be solely responsible for the payment of income, social security, and other employment taxes due to the proper taxing authorities. Speaker acknowledges that University will not deduct such taxes from any payments made to Speaker unless the following applies (check all applicable):

Nonresident of California. If Speaker is a nonresident of California and performs services within California, University must withhold 7% on total compensation payments made to Speaker (or to Agent, if applicable), if such payments total more than \$1,500 for the calendar year.

Nonresident Alien. If Speaker is a nonresident alien, University must withhold 30% on total compensation payments made to Speaker (or to Agent, if applicable) unless the income is exempt from withholding or subject to withholding at a reduced rate under an applicable income tax treaty. Speaker must provide adequate documentation substantiating their non-immigrant status prior to receiving any compensation payments from University.

University is required to withhold 24% on total compensation payments made to Speaker if Speaker is a U.S. Citizen (or resident alien) and fails to provide University with their correct taxpayer identification number on an IRS Form W-9.

8. **Equipment and Materials.** Speaker shall provide their own digital equipment necessary to deliver the speech virtually from their own computer.

9. **Cancellation.** Either party may cancel the Agreement without obligation to the other, subject to the requirement set forth below, provided that written notice of intent to cancel the Agreement is provided at least thirty (30) calendar days before the date of the event.

- a. Speaker shall be responsible for the University's out-of-pocket expenses necessitated either by a change of date or cancellation by Speaker, including promotional costs incurred by the University. All such costs shall be determined by the University and will be presented in a statement to

Speaker, with appropriate substantiation, within thirty (30) calendar days following the contracted date(s) of the event. Speaker shall reimburse the University within ten (10) calendar days following the receipt of such statement.

- b. Neither Speaker nor the University shall be liable for a failure to appear, present, or perform if such failure is caused by or due to illness of Speaker, an act or order of a public authority, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation services, acts of God, or any cause beyond the reasonable control of Speaker or the University.

10. **Relationship of the Parties**. Speaker, his/her officers, agents, and employees (if applicable), in the performance of this Agreement shall act in the capacity of an independent contractor of the University and not as a partner, agent, employee, or joint venturer of the University. Neither party shall hold himself/herself out contrary to these terms by advertising otherwise or be bound by any representation, act, or omission whatsoever of the other.

11. **Copyright and Media**. University will own the copyright for all materials and content provided or created for the event. University will virtually stream the speech or conversation over social media platforms, including, but not limited to, Zoom, Twitter, Facebook livestream, LinkedIn and YouTube. University may record the conversation and post on University's website and YouTube. University may provide a press release to the press. Outside media representatives may attend the speech.

12. **Liability**. Speaker, his/her officers, agents, and employees (if applicable), agrees to provide his/her own liability insurance in the performance of this Agreement.

13. **Dispute Resolution**. In the event of disputes arising out of or relating in any way to this Agreement, its performance or breach, including, without limitation, the validity, scope and enforceability of the agreement to arbitrate, or connected in any way with the relationship of the parties, and/or any and all other disputes, claims or controversies between the parties (hereinafter, the "Dispute"), the parties agree to meet and confer in a good faith effort to resolve the Dispute. In the event that the parties are unable to resolve the Dispute within thirty (30) days after the Dispute has arisen, the parties agree to submit the Dispute to final and binding arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association (San Francisco, California) then in effect.

14. **Entire Agreement/Modification**. This Agreement constitutes the entire understanding between the parties with regard to the subject matter hereof and may not be amended except by an agreement signed by Speaker and an authorized

representative of the University.

15. **Governing Law**. This Agreement shall be governed by and construed under the laws of the State of California.

16. **Severability**. If any term of this Agreement or its application to any person or circumstance shall, at any time or to any extent, be determined invalid or unenforceable, the remaining provisions shall not be affected and shall be deemed valid and fully enforceable to the extent permitted by law.

17. **Assignment**. Speaker shall not assign the rights or obligations under this Agreement without the prior written consent of the University.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the University by its duly authorized officer, as of the day and year first above written:

University of San Francisco

By:

By:

Date:

Date: