

SPEAKER AGREEMENT
(individual only)

This agreement entered into on this _____ day of _____, 20____ between **The Trustees of Columbia University in the City of New York on behalf of _____**, hereinafter referred to as "Columbia", and the **speaker**, hereinafter referred to as "Speaker."

WHEREAS, the personal services of the Speaker for the performance ("Services") described below hereby accepts an engagement to present the following at venue and from the dates of the periods and at the salaries/fees stated in thereto.

Name of Speaker:

Phone:

E-Mail:

NOTE: Speaker must contact Columbia University one (1) week prior to Date of Event and/or Performance to confirm appearance)

Number of Speaker(s): **1**

Name and Address of Place of Performance:

Date(s) of Event and/or Performance:

Name of Event or Performance:

Type of Performance (details):

Time(s) of Performance: _____ (start, finish, performance length)

Wage/Payment Agreed Upon:

Deposit:

Method of Payment: _____ (in USD only)

NOTE: Payment Terms shall be Net 30 days unless otherwise noted herein

Additional Terms:

1. This agreement may be revoked without cause by Columbia providing at least 45 days' written notice to the Speaker prior to the dates set forth of event and/or performance without any further financial obligations. Any deposits or prepayments made by the University to the Speaker will be returned to the University if the Speaker's performance under this Agreement is canceled for any reason.

Columbia, its officers, employees and agents, and the Speaker, its officers, employee and agents will not be responsible for any delay or failure in the performance resulting from any cause beyond their control, including without limitation: war, strikes, labor disputes, civil disturbances, fires, natural disasters, acts or regulations of public authorities, and acts of God.

If, in sole judgment of Columbia, it becomes necessary to cancel the performance to protect life or its property, or the property of others, then Columbia may do so without liability to the Speaker.

2. In the event that the Speaker does not fulfill the contracted engagement, which causes a cancellation of the performance, any and all monies paid to the Speaker shall be returned to Columbia, except where the Speaker's failure to perform is caused by illness or other reason beyond control of the Speaker. Columbia shall be entitled to compensation for any expenses reasonable and necessarily incurred in meeting requirements set forth in the contract.

3. The Speaker shall neither assign, transfer, nor delegate any rights, obligations, or duties under this agreement without the prior written consent of Columbia.

4. Speaker warrants that there exists no actual, potential or appearance of conflict between Speaker's family, businesses, or financial interest and Speaker's performance of the Services. Speaker represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of monetary value, to any officer, employee, student, or faculty member of Columbia as an inducement to entering into or continuing under this Agreement. Speaker will notify Columbia in writing of any change in conditions that might give the appearance of a conflict of interest. Speaker will support and safeguard Columbia's legitimate interests in any dealings with third parties.

5. Any notice to either party hereunder must be writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Columbia:

To Speaker:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

6. This agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

7. Indemnity: Speaker will indemnify, hold harmless and defend Columbia, its trustees, officers, faculty, students, agents, and employees against any and all damages, suites, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or

bodily injury (including death) or property damage caused by Speaker's negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Speaker's confidentiality obligations, or (iii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including without limitation any sheet music, lyrics or script as may be desired or required by Columbia) in performance of the Services. Columbia will provide prompt written notice to Speaker of any claim that Speaker is obligated to indemnify under the Agreement.

8. Speaker is an independent contractor with respect to Columbia, and nothing in this Agreement constitutes the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Neither Speaker nor its employees or agents will be entitled to any benefits applicable to Columbia's employees. Speaker will be solely responsible for its compliance with all laws, regulations, and rules regarding employment of its personnel, and for any claims made by personnel or other individuals assigned by Speaker to provide the Services, including any wages, benefits, workers' compensation, health and unemployment insurance, and pension contributions.

9. The parties will make good faith efforts to resolve any dispute concerning this Agreement prior to commencing litigation. Columbia will not be deemed in breach of this Agreement for withholding any portion any portion of payment that Columbia is disputing in good faith. Columbia will, however, make prompt payment of any portion of an amount not under dispute.

10. The laws of the State of New York will govern all rights, duties, and obligations arising from or relating in any manner to this Agreement, without regard to conflict of laws principles. Any and all claims arising from or relating to this Agreement will be heard either in United States or New York State courts located in the City and County of New York.

11. Use of Name: Speaker will not use the name, insignia, or symbols of Columbia, its faculties or departments, or any variations or combination thereof, or the name of any trustee, faculty member, other employee, or student of Columbia for any purpose whatsoever without Columbia's prior written consent.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first above written.

"Speaker"

Trustees of Columbia University in the City of New York

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

To be executed by Columbia Procurement Services only.