

TRINITY UNIVERSITY SPEAKING SERVICES AGREEMENT

This Speaking Services Agreement (hereafter "Agreement") is entered into effective as of _____ (Effective Date), by and between Trinity University, a non-profit corporation and private institution of higher education of the State of Texas (hereafter "TRINITY") and _____ ("SPEAKER").

RECITALS

WHEREAS, TRINITY anticipates that the services of the SPEAKER will be necessary and desirable;

WHEREAS, the SPEAKER desires to enter into an agreement with the TRINITY to provide services as described under this Agreement; and

NOW THEREFORE, in consideration of the mutual agreement of the parties as to the terms, conditions, and obligations stated herein, the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. APPOINTMENT AND RELATIONSHIP OF PARTIES

- 1.1 Independent Contractor Status. SPEAKER shall at all times be an independent contractor as to TRINITY and nothing in this Agreement is intended, nor shall anything be construed, to create between TRINITY and SPEAKER any relationship of principal and agent, employer and employee, partnership or joint venture, and they shall not represent themselves otherwise.
- 1.2 Liability for Obligations and Taxes. SPEAKER shall be liable for their own debts, obligations, acts or omissions, including but not limited to the payment of wages, social security taxes, federal, state and city income taxes, workers' compensation insurance, public liability insurance, and all other required taxes and insurance applicable under existing laws.

2. SPEAKING SERVICES AND COMPENSATION

- 2.1 Speaking Services. The parties acknowledge and agree that the speaking services that are the subject of this Agreement shall consist of the following (the "Speaking Services"):

2.2 Venue of Speaking Services. The parties acknowledge and agree that the Speaking Services shall be performed virtually via video conference (the "Venue").

2.3 Timing and Compensation. The SPEAKER shall be prepared to perform the Speaking Services at the Venue at _____ on _____ and will speak through _____, at a flat rate of _____ U.S. dollars (the "Compensation"). The Compensation shall be paid by TRINITY to the SPEAKER:

___ No later than _____ days after the conclusion of services or
___ At the conclusion of services

If SPEAKER is a political candidate, SPEAKER is invited to speak solely in their individual, non-candidate capacity. Further, SPEAKER and TRINITY agree:

- SPEAKER is chosen to speak solely for reasons other than candidacy for public office;
- SPEAKER cannot mention their candidacy or the election;
- No representative of TRINITY can make any mention of SPEAKER's candidacy or the election;
- SPEAKER will not conduct any campaign activity in connection with the SPEAKER's attendance;
- Trinity must maintain a nonpartisan atmosphere on the premises or at the event where the SPEAKER is present;
- TRINITY must clearly indicate the capacity in which the candidate is appearing and not mention the individual's political candidacy or the upcoming election in the communications announcing the candidate's attendance at the event.

3. Termination. This Agreement may be terminated by mutual agreement of the parties. Notwithstanding the foregoing, the University may terminate this Agreement at any time without penalty upon notice to Speaker if, in the University's sole discretion, the Speaking Services pose a risk of harm to the University or members of the University community.

3.1. Force Majeure Event. Neither party hereto shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, riot, acts of terrorism, accidents, fires, explosions, earthquakes, floods, destruction of or damage to University property, failure of transportation, pandemics, epidemics, or other outbreaks of diseases or other infections, or any other similar cause beyond the reasonable control of either party (a "Force Majeure Event").

3.2 Effect of Termination. The termination of this Agreement for any reason shall not affect any right, obligation, or liability which has accrued under this Agreement on or before the effective date of such termination.

3.3 Cancellation: SPEAKER shall notify TRINITY at least thirty days prior to the event of any cancellation. In the event failure to perform is beyond SPEAKER's control, SPEAKER shall return any fee or deposit already paid by TRINITY, but shall not be liable for any additional costs, charges, or expenses. TRINITY may cancel SPEAKER from the event upon written notice if SPEAKER engages in any conduct that a reasonable person would believe brings the SPEAKER into general public disrepute, contempt, scandal or ridicule, or that shocks, insults or offends the public and which a reasonable person would believe would have the effect of reflecting unfavorably upon the SPEAKER's or TRINITY's reputation if the event continues. TRINITY's decision to terminate hereunder must be exercised, if at all, not later than 90 days after the facts giving rise to such right are brought to TRINITY's attention, but in no event later than the event date. Upon termination under this clause, SPEAKER will not be entitled to any compensation and will return or reimburse any funds already paid.

4. Release and Indemnification. SPEAKER agrees to **FULLY RELEASE AND FOREVER DISCHARGE TRINITY** and its trustees, officers, employees, agents and volunteers of and from any liability to SPEAKER or its employees, independent contractors, subcontractors or agents for any damage to or loss of property, all

injuries, including work-related claims, all illnesses, including outbreaks of disease or other infections, or death, all auto liability claims, arising directly or indirectly from the obligations undertaken in connection with this Agreement. **SPEAKER SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND, AND HOLD HARMLESS TRINITY** and its trustees, officers, employees, agents, and volunteers against any and all claims, demands, causes of action or damages, including attorneys' fees (collectively, "Claims"), arising out of or relating to any of the obligations undertaken in connection with this Agreement, including but not limited to (i) any breach of this Agreement; and (ii) any actual or alleged injury, illness, including work-related claims and auto liability claims, outbreaks of disease or infections to SPEAKER or its employees, independent contractors, subcontractors or agents, or death to a person and/or loss of or damage to property caused directly or indirectly, wholly or in part by a party, its officers, directors, trustees, agents, contractors, employees or representatives. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party.

5. Tax Exempt Status. Trinity is exempt from Texas Sales & Use Tax for the contracted services in accordance with Section 151.310, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.

6. Recording of Performance. SPEAKER hereby grants to TRINITY a non-exclusive license to use of any recorded performance, but only to the extent that the recording is used only internally and only for the purpose of a TRINITY student or employee that is unable to attend the original video conference.

No other audio or visual recording of the Speaking Services shall be made by either party hereto without the prior mutual written consent of the parties hereto.

_____ Both parties mutually agree to an audio and/or visual recording of the Speaking Services. SPEAKER will use the recording to perform the Speaking Services and will not in any way divulge, copy, release, sell, loan, review, alter or distribute recording.
_____ Both parties mutually agree to **NOT** record.

7. Governing Law and Jurisdiction. This Agreement and any dispute arising out of or relating to this Agreement shall be subject to and governed by the laws of the state of Texas. Each of the parties hereby consents to the jurisdiction of the state and federal courts in the State of Texas. Venue for its enforcement shall be Bexar County, Texas.

8. Compliance with Law and Policy. The SPEAKER and its employees and agents will perform their obligations under this Agreement in compliance with all applicable laws, regulations, ordinances, rules and TRINITY policies. SPEAKER and its employees and agents shall comply with all policies, rules, and written or unwritten directives of TRINITY, including but not limited to Alcohol, Drugs, Weapons, Tobacco-Free, Anti-Harassment, and Sexual Misconduct. TRINITY policies are available on its website.

9. **Non-Discrimination. The parties to this Agreement will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of their status as protected veterans or individuals with disabilities, and prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

10. No Waiver. Any failure or delay in the enforcement of the rights detailed in this Agreement by SPEAKER or TRINITY shall not constitute a waiver of those rights or be deemed a basis for estoppel. SPEAKER and TRINITY may exercise their rights under this Agreement despite the delay or failure to enforce the rights.

11. Subcontracting and Assignment. The Speaking Services to be performed hereunder are personal to SPEAKER and SPEAKER shall not assign, transfer, or delegate any of their rights, interest or obligations under this Agreement including a subcontract without TRINITY's prior written consent, which TRINITY may grant or withhold in its sole and absolute discretion.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A facsimile or electronic signature of a party shall have full force and effect.

13. Entire Agreement. This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties. In the event of a conflict between the terms of the Agreement and any other Exhibits, Attachments, Schedules, Amendments, etc. the terms of TRINITY's Speaking Services Agreement shall govern and control.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or representatives as indicated by their signatures below, effective as of the date written above.

SPEAKER Signature required prior to submission for TRINITY signature.

By: _____
Name: _____
Title: _____
Date: _____

TRINITY UNIVERSITY

By: _____
Name: _____
Title: _____
Date: _____

Note: Fully executed agreements are required for payment. Contracting authority for Trinity University is limited. All contract agreements must be signed by an Authorized Representative of Trinity University. To view the Authorized Representatives for Trinity please see the [Contract Policy and Procedures](#).

Department Contact: _____ Date: _____
Print Name and Department