
SPEAKER AGREEMENT

THIS AGREEMENT, effective as of _____, is entered into by and between University of Maryland, an agency of the State of Maryland, for the benefit of _____ (“Sponsor”) _____ (“Speaker”) to speak at the Event, identified below, on the date and at the times specified below (if applicable) and to participate in other activities described in Addendum 1 subject to the attached terms and conditions:

A. Name of Speaker: _____

B. Contact Information

C. Name of Event:

D. Date(s) of Event:

E. Place of Event:

F. Time(s) of Event:

G. Special provisions:

H. Compensation/Honorarium: (US dollars and no cents)

If applicable Other: Transportation as described in paragraph 2a, meals as described in paragraph 2b, and conference registration as described in paragraph 2c.

I. Terms of Payment: Payment will be made by University or State of Maryland check, payable to _____ immediately after Event.

J. Federal Tax Identification or Social Security Number: _____ -

K. University of Maryland Department Contact: INSERT A MAILING ADDRESS

TERMS AND CONDITIONS

1. Speaker shall provide photographs and biographical information about himself or herself to Sponsor no later than _____ and grants Sponsor a nonexclusive, fully paid right and license to reproduce, publicly display, and distribute such materials publicly in Sponsor’s publicity and promotional materials. Sponsor will not modify photographs or biographical information without Speaker’s prior written approval.

2. In addition to the Honorarium, Sponsor shall provide the additional services and/or remuneration specified in Addendum 1, attached and incorporated as part of this Agreement.

3. Sponsor shall provide or pay only for those items and services specifically identified in this Agreement. No additional costs for items or services will be borne by Sponsor without its prior written consent in this Agreement or in a rider attached hereto.

4. Sponsor agrees to provide a well-heated or air-conditioned, lit, and proper place for the Event, clean and in good condition, together with everything reasonably necessary for a proper event: specifically, stage personnel, lighting, microphones and amplification system in proper working condition. Sponsor will provide an LCD projector, screen, lavalier microphone, laptop computer, and remote. PMP may request additional equipment or services in writing no later than and Sponsor will use reasonable efforts to fulfill such requests.

5. Speaker hereby grants Sponsor a fully paid, nonexclusive, right and license to reproduce and distribute copies of power points and other written materials used by Speaker at the Event ("Presentation Materials") in perpetuity and to make an audio-video recording of Speaker's presentation subject to the following conditions;

- a. Sponsor shall limit distribution of Presentation Materials to Conference participants and Sponsor's students and staff;
- b. Subject to the foregoing, Sponsor may distribute Presentation Materials by any means, including mail, email, or online Sponsor web sites;
- c. Sponsor shall limit use of audio-video recordings to its own internal, educational uses;
- d. Sponsor shall not use Presentation Materials or Audio-Video Recordings for any income-producing activity;
- e. Sponsor shall retain on copies of Presentation Materials any copyright notice contained on them as received and shall include a copyright notice on Recordings in favor of Speaker.

6. Provided Speaker is not an employee of any agency of the State of Maryland, the honorarium shall not deduct for withholding tax, social security, state tax, or similar fees, all of which shall be her sole responsibility of Speaker.

7. Neither party shall be liable to the other hereunder if the failure of either party to fulfill its obligations under this Agreement is delayed or prevented by sickness, physical disability, accident, failure or delay of means of transportation, acts of God, riots, strikes, labor difficulties, civil tumult, acts of terrorism, or any act or order of any public authority or other cause similar or dissimilar. If either party is not able to perform its obligations pursuant to this paragraph 7, that party shall notify the other party, in writing, as soon as reasonably possible and the parties shall endeavor to reschedule Speaker's performance and/or the Event at a mutually agreeable time. If the parties fail to reschedule Speaker's performance and/or the Event then, upon written notice from either party to the other, this Agreement shall terminate upon receipt of such notice. In no event will either party have any liability to the other party for any expense or loss incurred by the other party hereto as a result of the provisions of this Paragraph 7.

8. Both parties hereby represent and warrant that they have the right to enter into this Agreement and undertake the performance of all obligations on their part to be performed.

9. Sponsor is self-insured in accordance with the laws of the State of Maryland. Sponsor's liability under this Agreement shall be exclusively governed and limited by Title 12 of the State Government Article, Annotated Code of Maryland, as amended from time to time.

10. Sponsor may terminate this Agreement at any time if it determines that termination is in its best interests. If Sponsor exercises this right at least ___ (--) days prior to the date of the scheduled Event, Sponsor shall pay _____ of the honorarium to Speaker. If Sponsor terminates this Agreement less than ____ (__) days of the scheduled Event, Sponsor shall pay the full honorarium to Speaker. Payment under this section shall be issued to Speaker within thirty (30) days after Sponsor's date of notice of termination. Under no circumstances will Sponsor be liable to Speaker for indirect, consequential, or incidental damages, including but not limited to lost business or anticipatory profits.

11. Speaker shall have sole responsibility to comply with all obligations under copyright law, including obtaining and complying with all required licenses and permissions and paying all license fees, royalties and other costs related to the same.

12. All notices to be given under this Agreement will be in writing and addressed to Speaker at the address set forth on page 1 and to Sponsor to the person at the address set forth on page 1. Notices shall be effective if delivered by (a) commercial overnight delivery, (b) first class mail, prepaid, certified or registered, (c) facsimile with documentation of delivery, or (d) in person.

13. If any provision of this Agreement is determined to be invalid or void by a court of competent jurisdiction, that provision of the Agreement will be enforced to the maximum extent permissible to give effect to the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

14. As used in this Agreement, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises regarding this Agreement, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

15. This Agreement, including Addendum 1 (if applicable), supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Speaker contains all the covenants and agreements between the parties with respect to the subject matter hereof. This Agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. The waiver by any party of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach. All remedies of any party shall be cumulative, and the pursuit of one remedy shall not be deemed a waiver of any other remedy.

16. This Agreement was made in and shall be construed in accordance with the laws of the State of Maryland without reference to its conflict of laws principles. Nothing in this Agreement shall require the commission of any act contrary to law.

17. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. The representative of the Sponsor

and Speaker warrant that each is authorized to enter into this Agreement and make a binding commitment on behalf of Sponsor and Speaker, respectively.

ACCEPTED AND AGREED TO:

UNIVERSITY OF MARYLAND

BY _____
Date

SPEAKER

BY _____
Date

SAMPLE ADDENDUM 1--Appearances and Presentations by Speaker as of _____

Date

TRANSPORTATION

Car service to University from Speaker's home

PRESENTATION AND DINNER:

_____ will attend an informal dinner with members of the _____ Committee and invited guests. No remarks will be necessary. Time and location TBD.

TRANSPORTATION

Car service from University to Speaker's hotel.

Date

TRANSPORTATION

Car service to University for Speaker

BREAKFAST

Continental breakfast will be provided for Speaker.

LIVE SOUND CHECK

Speaker will conduct a live sound check with Sponsor staff at _____ at _____.

KEYNOTE PRESENTATION

Speaker will present the keynote on _____ to attendees for _____ minutes beginning at _____ followed by _____ minutes of questions. Session will end at _____.

Speaker shall communicate with a representative of the Sponsor on at least two occasions prior to the conference to discuss speech direction and logistics.

BOOK SIGNING

Bookseller will be arranged by Sponsor to be available to sell books at designated times throughout the conference.