

**GUEST SPEAKER AGREEMENT BETWEEN  
BUCKNELL UNIVERSITY**

**And**

\_\_\_\_\_  
**(Full Name of Speaker or Corporation)**

THIS Agreement made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between Bucknell University ("Bucknell") and \_\_\_\_\_, with business address at \_\_\_\_\_ ("Speaker").

Due to the Speaker's scholarly and/or professional standing, Bucknell is honored to request the presence of the Speaker for the purpose of speaking to members of the Bucknell community as described herein.

**I. Engagement**

The Speaker agrees to provide services ("Services") on the following dates and times and with the support and commitment of the sponsoring department or office:

Sponsor: \_\_\_\_\_  
Date(s) of Engagement: \_\_\_\_\_  
Location of Engagement: \_\_\_\_\_  
Start and End Time of Engagement: \_\_\_\_\_  
Estimated Attendance: \_\_\_\_\_  
Additional Commitments / Class Sessions: \_\_\_\_\_  
Sponsor Contact: \_\_\_\_\_

**II. Compensation**

In consideration for services rendered and rights granted under this Agreement Bucknell agrees to pay Speaker the sum of \$ \_\_\_\_\_. Such amount shall be payable to and presented to the Speaker within twenty (20) days after the engagement, provided that the Speaker has complied with all terms contained herein.

In addition, Bucknell will reimburse the Speaker for incidental, out-of-pocket expenses such as transportation, lodging and/or meals provided such incidental expenses are reasonable in amount and supported by appropriate documentation including Pennsylvania Department of Revenue Form 1832 (1099-Misc Withholding Exemption Certificate) as well as an invoice and adequate receipts in accordance with Bucknell Finance Policies:

\_\_\_\_\_

\_\_\_\_\_

Transportation arrangements should be made through Anthony Travel. Reimbursement for any travel arrangements not made through Anthony Travel will be payable to and presented to the Speaker within twenty (20) days after the engagement, provided that the Speaker has complied with all terms contained herein. Bucknell University will not reimburse the Speaker on an hourly rate for time spent in preparation for this engagement regardless of whether the event takes place or is canceled in accordance with section IV of this Agreement.

Speaker is solely responsible for all applicable taxes relating to Speaker's activities under this Agreement. If the Speaker is not a Pennsylvania resident, Bucknell may be required to withhold an additional Pennsylvania income tax as specified at 72 P.S. §7302, currently 3.07%. If the Speaker is a nonresident alien for U.S. tax purposes (as defined in the Internal Revenue Service's Publication 519), Bucknell is required to withhold and report the appropriate tax (up to 30%) on all payments.

A completed IRS Form W-9 must be attached to this Agreement or already on file with Bucknell in order to timely process the payment. For payments to be made to Foreign Nationals or Foreign Entities, a completed IRS Form W-8 must be attached and any additional information as may be required upon request.

### **III. Independent Contractor**

The Speaker acknowledges status as an independent contractor and not as an employee of Bucknell. As such, the Speaker shall have no claim against Bucknell for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment benefits or employee benefits of any kind. The Speaker shall not self-represent to any third-party as being an employee of Bucknell.

### **IV. Force Majeure/Cancellation**

Bucknell is hereby relieved of any liability if unable to meet the responsibilities of this Agreement because of, but not limited to the following, an Act of God, riots, epidemics or pandemics, strikes, any act or order of any public authority or any other legitimate cause beyond the control of Bucknell. If such acts or conditions occur, Bucknell will not be liable for any damages which the Speaker, its agents, or representatives might suffer.

Bucknell reserves the right to cancel the Engagement without cause at any time. If Bucknell cancels the Engagement for reasons other than Force Majeure, Speaker shall be paid up to fifty percent (50%) of the agreed payment and shall be reimbursed for any reasonable out-of-pocket expenses already expended as of the date of notice of cancellation and subject to submission of documentation as set forth in Section II of this Agreement. If Speaker cancels the Engagement for reasons other than Force Majeure, Speaker shall reimburse Bucknell for any actual expenses incurred by Bucknell relating to the performance.

### **V. Insurance**

The Speaker has arranged, through insurance or otherwise, to meet all needs of payment of medical costs for any injuries occurring on campus or arising out of the Services. The Speaker acknowledges that the University will not be responsible for any medical expenses arising out of injuries occurring on campus or arising out of the Services.

### **VI. Indemnification**

The Speaker hereby agrees to indemnify, defend and hold harmless Bucknell University, its agents, trustees, students and employees from and against any and all loss, damage, liability, or expense, including attorney fees, including but not limited to all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or arising out of or claimed to be caused by or to have arisen out of the Services provided by the Speaker or the Speaker's noncompliance with this Agreement. The Speaker acknowledges that Bucknell will not be responsible for any physical damage occurring to property owned, leased or used by the Speaker.

### **VII. Performance**

The Speaker agrees and warrants that in the performance of this Agreement, the Speaker will not discriminate against any person or group of persons on the grounds of race, color, religion, sex, age, national origin or on the basis of disability but otherwise qualified in a manner prohibited by the laws of the United States.

**VIII. Use of Bucknell Name.** Speaker may not, at any time prior to, during or after the end of the Agreement, use Bucknell University's name, logo or trademarks for any purpose except in connection with resume information without the prior written consent of Bucknell.

**IX. Intellectual Property/ Release**

The Speaker hereby releases and consents to the recording, reproduction and use of the Speaker's image, voice, artistic or dramatic performance, actual or fictitious name, and any quotes or testimonials given in connection with the Speaker's activities under this Agreement through photograph(s), video recording(s), and/or audio recording(s) (the "Recording") by Bucknell or its agents and employees, including any third-party designee approved by Bucknell to produce of use the Recording. All rights to the Recording shall belong exclusively to Bucknell including without limitation or obligation, the unrestricted right to reproduce, print, publish, display publicly, distribute and sell prints or copies of the Recording or derivative works thereof in any medium throughout the world, with no further payment to or permission or approval from the Speaker. All rights, permissions and releases to Bucknell extend and apply to the Univerity's assigns, contractors, licensees, distributors, successors and agents.

**SPEAKER:**

**BUCKNELL UNIVERSITY:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name / Title**

\_\_\_\_\_  
**Sponsoring Office / Department**