

**NORFOLK STATE UNIVERSITY  
STANDARD SPEAKER’S ENGAGEMENT AGREEMENT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **NORFOLK STATE UNIVERSITY** (hereinafter, the “University”) at 700 Park Avenue, Norfolk, VA 23504, an instrumentality of the Commonwealth of Virginia, and \_\_\_\_\_ at \_\_\_\_\_, (hereinafter, the “Speaker”). The Speaker agrees to render services of the following nature and in accordance with the following terms and conditions:

1. **Location of Presentation:** \_\_\_\_\_

2. **Date of Presentation:** \_\_\_\_\_

3. **Time Beginning:** \_\_\_\_\_ **Ending:** \_\_\_\_\_

4. **Subject of Presentation, Content to be Covered, Purpose:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. **Fees:** \$ \_\_\_\_\_.00. This fee is inclusive of all Speaker or other fees and expenses and includes any travel, transportation and all other related costs.

6. **Time and Manner of Payment:** Payment will be made in accordance with the Commonwealth of Virginia’s prompt payment regulations and guidelines. Payment will be made within 30 days after satisfactory performance of services or receipt of invoice, whichever is later.

All invoices must reference Purchase Order Number: \_\_\_\_\_ and be emailed to [Accounts payabledept@nsu.edu](mailto:Accounts payabledept@nsu.edu) or mailed to:

Norfolk State University  
Accounts Payable Department  
H. B. Wilson Hall  
Suite 270  
Norfolk, VA 23504

**7. SPEAKER SERVICES:**

A. The Speaker is an independent contractor and not an employee of the University, and the speaker shall have no obligation, as a result of this Agreement or otherwise, to anyone other than the University. All persons furnished or retained by the Speaker in connection with this Agreement are Speaker employees or agents. The Speaker will defend, indemnify and hold harmless the University from and against any and all liability for payment of taxes, interest and/or penalties, as well as damages and costs, including attorney’s fees, in connection with any claim or finding that Speaker, and/or its employees or agents, are employees of the University.

- B. The Speaker warrants and represents that the presentation, handouts, and related materials are factually accurate and contain no matter libelous, violative of confidentiality agreements, or otherwise unlawful. The Speaker further warrants that such presentation, handouts, and related materials are either:
- i. The Speaker's own original work; or
  - ii. Available for use without permission because they are in a public domain; or
  - iii. When materials utilized in the presentation are not the Speaker's own original work or in the public domain, they are either: (a) Presented with the permission of the originator/owner of the material; or (b) Are believed to be within the "fair use" exemption of copyright law which includes use for purposes of criticism, news reporting, commentary, teaching, and research.

C. The Speaker may never use the University's name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of the University.

8. **UNIVERSITY SERVICES:** The University shall furnish facilities, at its own expense, to be used as the presentation site on the date(s) and at the time(s) for the presentation as described herein. Such facilities shall be appropriately heated and lighted and in good condition.

The University shall provide the following for Speaker's use during the presentation:

- |                                                  |                                                          |
|--------------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Large Projection Screen | <input type="checkbox"/> Handheld or Lavalier Microphone |
| <input type="checkbox"/> DVD or Laptop Lectern   | <input type="checkbox"/> Other:                          |

9. **FAILURE OF PRESENTATION:**

A. Speaker will promptly notify the University contact person via telephone and email if Speaker cannot/will not perform so that the University may find an alternate speaker. The University reserves the right to replace the speaker with another speaker in the event such notification is received. In the event that the speaker fails to appear or perform pursuant to the terms of the Agreement, the Speaker shall be responsible for payment of all damages, costs, and expenses incurred by the University by reason of such failure to appear. The University contact person for the purpose of this Agreement is:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_.

B. Notwithstanding the foregoing, the University shall not be responsible for payment as set forth above if the speaker fails to appear as provided for in the terms of this agreement due to causes absolutely beyond the control of the Speaker, such as unanticipated and unavoidable medical disability of the speaker, or an event of "force majeure" (for example acts of God, war or civil commotion, governmental ordinance or law).

10. **RELATIONSHIP OF PARTIES:** The Speaker is an independent contractor. Nothing in this Agreement establishes any relationship of employment, partnership, joint venture, franchise or agency between the parties. Neither party will have the authority or power to bind the other or incur obligations on the other's behalf.
  
11. **APPLICABLE LAW/VENUE:** All disputes regarding the construction, interpretation and the parties' obligations or liabilities under this Agreement will be governed by the laws of the Commonwealth of Virginia. The venue and jurisdiction for the resolution of any such disputes will be Norfolk, Virginia, and nothing in this agreement waives the sovereign immunity of the Commonwealth of Virginia, its agencies, officers or employees.
  
12. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All speakers desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration.

**IN WITNESS WHEREOF**, this Agreement has been executed by the undersigned on the day and year first above written.

\_\_\_\_\_  
**(Name of Speaker)**

**NORFOLK STATE UNIVERSITY**

By: \_\_\_\_\_  
**(Speaker's Authorized Representative)**

By: \_\_\_\_\_

\_\_\_\_\_  
**(Title)**

Contracts Officer in Procurement Services  
**(Title)**

Date: \_\_\_\_\_

Date: \_\_\_\_\_