

**OLD DOMINION UNIVERSITY
STANDARD SPEAKER'S ENGAGEMENT AGREEMENT**

This Agreement is made this _____ day of _____ **(Month)** , 2001, by and between OLD DOMINION UNIVERSITY (hereafter, the "University"), an instrumentality of the Commonwealth of Virginia located in Norfolk, Virginia, and, **(Name of speaker or speaker's agent's name acting as agent for speaker's name)** (hereafter, "the Speaker"), an independent contractor, **(Speaker's or Agent's Address)**. The speaker agree(s) to render services of the following nature in accordance with the following terms and conditions.

1. **PLACE OF PRESENTATION**

2. **DATE AND TIME OF PRESENTATION**

3. **NATURE OF PRESENTATION**

4. **COMPENSATION**

Honorarium of **(Honorarium amount)** plus travel and expenses will be contingent upon the participation of the speaker in the presentation listed in #3 of this contract.

5. **TRANSPORTATION**

Travel via public carrier as designated by speaker

6. **TIME AND MANNER OF PAYMENT**

The University agrees to pay the speaker by University check made payable in the sum of **(Total deposit)**, and the sum of **(total)**, at the conclusion of the activity.

7. **THE SPEAKER'S SERVICES**

A) The speaker shall render the presentation, as described herein as an independent contractor, and the speaker shall have no obligation with regard to such presentation, as a result of this Agreement or otherwise, to anyone other than the University.

B) The speaker shall conduct a minimum of two (2) interviews with print and/or electronic media at least fourteen (14) days prior to the presentation for purposes of publicizing the presentation. Interview details will be coordinated by the University's Office of University Relations in conjunction with the speaker.

8. **UNIVERSITY'S 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.

9. The speaker agrees that he/she shall not engage in any community style presentation/lecture activity within a 50 mile radius of Norfolk, Virginia for a period of 6 months before the presentation at the University (This includes the cities of Virginia Beach, Chesapeake, Suffolk, Franklin, Portsmouth, Hampton, Newport News and Williamsburg). It is agreed that any planned/scheduled violation of this

paragraph shall be conclusive evidence of irreparable damage to University and that injunctive relief to prevent such a community presentation/lecture/activity is the appropriate remedy for such breach. However, if the University learns that a community presentation/lecture/activity has already occurred in violation of this paragraph, the University has the right to immediately cancel this Agreement, and the Speaker shall be responsible for all damages, costs and expenses incurred by the University up to the time of termination.

10. **FAILURE OF PRESENTATION**

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. Notwithstanding the foregoing, the University shall not be responsible for payment as set forth above if the speaker fails to appear as provided in paragraph 3 due to causes beyond the control of the Speaker, such as the medical disability of the speaker, or because of an act of God, outside of the speaker's control.

11. **MISCELLANEOUS**

- A) The University shall have the right and royalty-free license to simulcast or to produce and show a tape-delayed broadcast, the speaker's presentation to the University Community, or to the public generally, through closed circuit or public television/radio, or commercial cable television. This license shall be non-exclusive and the copyright shall remain with the speaker.
- B) Should the University choose to record the speaker's presentation, a copy of the cassette or video tape recording will be provided to the speaker in approximately 30 days of the activity.

- C) Copies of the audio/video tape of the speaker's presentation may be maintained by the University Library for the use and benefit of its patrons. Speaker consents to the use of such audio/video tape as provided in this paragraph.
- D) No other audio taping or video taping of the speaker's portion of the activity shall be permitted without prior authorization by the speaker.
- E) The University shall provide an appropriate area, in/or immediately adjacent to the activity in which the speaker can display and sell books, tapes, and other educational materials produced by the speaker.
- F) No waiver by either party of any breach by the other party of any term, covenant or condition of this Agreement shall be deemed a waiver of any other breach of the same or any other term, covenant or condition of this or any other agreement.
- G) This Agreement shall in all respects be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- H) Paragraph headings used herein are for convenience only and shall not be deemed to be part of this Agreement.
- I) Nothing contained in this paragraph or elsewhere in this Agreement shall be construed as a waiver of the sovereign immunity of the Commonwealth of Virginia, by the University, as an agency of the Commonwealth of Virginia.

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

Speaker's signature

Date: _____

SS#: _____

Name of Agent or Agency

By: _____

Title: _____

Date: _____

FID# _____

OLD DOMINION UNIVERSITY

By: _____

Rick Berry

Title: Director of Material Management

Date: _____