

GUEST SPEAKER CONTRACT

This Agreement is made and entered into by and between ,
("GUEST SPEAKER"), and the UNIVERSITY OF NORTH DAKOTA,
("UNIVERSITY"):

WITNESSETH

WHEREAS, UNIVERSITY has engaged the GUEST SPEAKER to perform certain services;

NOW THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1.0 DUTIES OF THE GUEST SPEAKER AND UNIVERSITY

1.1 The GUEST SPEAKER shall prepare and be responsible for the following:

1.2 The UNIVERSITY shall prepare and be responsible for the following:

2.0 RELATIONSHIP BETWEEN PARTIES

2.1 The GUEST SPEAKER shall be an independent contractor during the period of performance under this Agreement and is not a UNIVERSITY employee for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. GUEST SPEAKER retains sole and absolute discretion in the manner and means of carrying out his or her activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

2.2 As an independent contractor, the GUEST SPEAKER shall be responsible for the payment of any taxes due on any monies he or she receives.

2.3 Each party shall be responsible for claims, losses, damages, and expenses proximately caused by its negligent or wrongful acts or omissions or those of its employees acting within the scope of their employment. The tort liability of the UNIVERSITY shall be determined pursuant to chapter 32-12.2 of the North Dakota Century Code and is subject to the conditions and limitations contained therein.

- 2.4 Each party represents and warrants to the other party that it has full right and power to enter into this Agreement.
- 2.5 The GUEST SPEAKER understands that he/she is not an agent of UNIVERSITY and shall not hold himself/herself out to the public to be an agent of UNIVERSITY.

3.0 SCHEDULE

3.1 This Agreement shall cover the presentation made by GUEST SPEAKER

on .

3.2 In the event that the performance of any of the covenants of this Agreement is prevented by any cause beyond the reasonable control of the UNIVERSITY or the GUEST SPEAKER, both the UNIVERSITY and the GUEST SPEAKER shall be relieved of their obligations hereunder with respect to this engagement. Both parties shall make every effort to reschedule the engagement when possible.

4.0 COMPENSATION

The GUEST SPEAKER will receive a total of dollars (\$) as fees for the services provided to UNIVERSITY. GUEST SPEAKER shall provide University with his/her Federal Taxpayer's Identification Number or Social Security Number before receiving payment under this Agreement.

5.0 APPLICABLE LAW AND JURISDICTION

This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be brought in the Northeast Central District Court of Grand Forks County, North Dakota.

6.0 MERGER AND MODIFICATION

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

7.0. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.

8.0 TERMINATION

8.1 The University may terminate this Agreement without cause at any time by 30 days' notice in writing from the UNIVERSITY to the GUEST SPEAKER. GUEST SPEAKER will be reimbursed any out-of-pocket expenses incurred in relation to the event that cannot be canceled. If the cancellation takes place less than 30 days before the event, the GUEST SPEAKER shall be entitled to full compensation, unless the termination is pursuant to section 3.2, above.

8.2 Termination for lack of funding or authority. The UNIVERSITY may terminate this Agreement effective upon delivery of written notice to the GUEST SPEAKER, or on any later date stated in the notice, if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.

8.3 Termination of this Agreement under subsection 8.2 is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

9.0 STATE AUDITS

9.1 All records, regardless of physical form, and the accounting practices and procedures of GUEST SPEAKER relevant to this Agreement are subject to examination by the UNIVERSITY or the North Dakota State Auditor or the Auditor's designee. GUEST SPEAKER will maintain all such records for at least three (3) years following completion of this Agreement.

IN WITNESS THEREOF, the authorized representatives of the parties have executed this Agreement on

GUEST SPEAKER:

UNIVERSITY:

University of North Dakota

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Title:

Title:

Date:

Date: