

Speaker/Lecturer Instructions & Agreement (“Agreement”)

(Non-Grant Funded)

I. Introduction:

The speaker/lecturer agreement ensures all due diligence is completed between the College and the speaker/lecturer to book the event before services are rendered. During this process, a College issued, legally binding purchase order (“Purchase Order”) will be issued to the speaker/lecturer and timely payment will occur.

II. Instructions:

Prior to completing this Agreement’s form, ensure that the Speaker is an approved FSCJ Supplier in PeopleSoft. If they are a new supplier, email Speaker’s contact information to suppliercontact@fscj.edu

- A. When working with a Speaker Bureau or Company:** The Department will complete all fields of the form and if a field is not applicable, enter N/A.
- B. When Working with an Individual Speaker:** The Department will collect a completed and signed Other Personal Services (“OPS”) Agreement (found by visiting the following link ([Issuance of Other Personal Services Agreement APM 03-0504](#))) and complete and submit the OPS Agreement as instructed in the APM.
- C. If the cost of the event is less than \$7,500,** a REQ is not required. A department voucher will need to be created in PeopleSoft and submitted, after the event is concluded, for payment to be processed.
- D. If the Department is utilizing grant funds.** Verify with Grants Accounting that this expense is allowable by the grant. You can contact projectaccounting@fscj.edu for more information. If approved, complete the Grant Funded Speaker Agreement, by visiting The Purchasing and Central Services SharePoint site to obtain the instructions and the Agreement [Grant Funded Speaker Agreement](#).

III. Final Steps:

- A.** Department Requestor, completes filling out the fields of this Agreement
- B.** Department Requestor then submits a **REQ** and attaches the:
 - i. Completed Agreement
 - ii. Company’s quote
- C.** The Purchasing Representative will then review the request, including all the documentation, and will contact the department if additional information is needed.
- D.** The Purchasing Representative will issue the Purchase Order to both the Company and the Department. Approved invoice(s) should be sent by the Department to accountspayable@fscj.edu for payment after the event has concluded.

****Signature approvals will be obtained by the Purchasing Department via Adobe Sign!! Thank you**

| Event Information (Completed by Department) | |
|--|--|
| Company Name: | |
| Speaker's Name ("Speaker") if different from Company: | |
| All Inclusive Fee ("Fee"): (Includes all Expenses) | |
| Event Name: | |
| Event Date: | |
| Event Venue Location: | |
| Payment Due Date | Payment Due date is 30 days after the Event Date. |
| Payment: | A College issued legally- binding purchase order ("Purchase Order") will be issued to the Company within 30 days of the Agreement last signature's execution date ("Execution Date"). Prior to the event, the Company will email their invoice to accountspayable@fscj.edu listing the Purchase Order number. Full payment for this event will be issued to the Company within 30 days after the Event Date. |
| Travel & Accommodations: | The speaking fee (as stated above) is inclusive of all travel and travel-related expenses. |
| Topic and Speaker Activities Description and Schedule: <i>(Attach additional information, if needed)</i> | |

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|--|--|
| Estimated number of College attendees: | |
| College Department Event contact: | Name: Email: Phone: |
| Speaker/Company Contact: | Name: Email: Phone: |
| Speaker's books available at Event (if applicable): | |
| Recording: | Please see Paragraph 8 below (<i>Recording and Endorsements</i>): Unless otherwise stated below, no recording of any kind is permitted without the Company's express written consent on behalf of the Speaker. ***Notwithstanding anything in this Agreement to the contrary, the Company, on behalf of the Speaker permits the College to record the event for their College website provided that its password is protected for College members only. |
| Promotional Materials: | The College shall use only biographical material and photos of the Speaker provided by the Company and/or Speaker. All advertising for this Event shall include the words: "For more information on this Speaker please visit [Insert website information] _____. |
| Technical Requirements: | FSCJ (Florida State College at Jacksonville) will provide for the room a working projector, computer, internet, and microphone. |
| Purchase Authority: | The Parties agree and understand that the Speaker's services under this Agreement fall within the following exception to Rule 6A-14.0734's requirement to solicit competitive offers: (2)(f) Professional services, including, but not limited to, artistic services, instructional services, health services, academic program reviews, lectures by individuals, attorneys, legal services, auditors, and management consultants. |
| Speaker/Company Contact Information for Signatory | Name: Title: Email: |

To confirm this Agreement, please sign and return a copy of this Agreement to College. A fully executed copy will be returned to you for your files. The Agreement is subject to the **Standard Terms and Conditions** on the following pages which are incorporated herein by reference. The College representative warrants that they are a duly authorized representative of the college. Company represents and warrants that it is authorized to sign this Agreement on behalf of Speaker and Speaker shall be bound by the obligations herein.

Accepted on behalf of Speaker by Company:

| Name | Signature | Title |
|----------------|-----------|-------|
| | | |
| Execution Date | Email | |
| | | |

Accepted by Florida State College at Jacksonville ("College"):

| Name | Signature | Title |
|----------------|-----------|-------|
| | | |
| Execution Date | Email | |
| | | |

Department Acknowledgement:

| Name | Signature | Date | Department Name |
|------|-----------|------|-----------------|
| | | | |

STANDARD TERMS AND CONDITIONS

1. **Parties:** This Agreement is made between the Speaker and College (each a “Party” and collectively the “Parties”). The Parties agree that the Company is acting in its capacity as booking agent for the Speaker for the scheduled function (the “Event”). College is retaining the services of Speaker, not the Company. The Company has authority to negotiate and sign on Speaker’s behalf and to handle payments from College in connection with the Event. Speaker agrees to be bound by the obligations established in this Agreement. The Parties are independent contractors with respect to this Agreement and nothing shall constitute a partnership, joint venture, agency, or employee/employer relationship. Neither Party shall be liable for any representation, act, or omission of the other. The Parties further acknowledge that Speaker is an independent contractor and is not an employee, partner, joint venture, or agent of either College or Company and that Speaker has the exclusive control over how the services in connection with the Event are fulfilled. The Parties acknowledge and agree that the Company shall not be responsible in any way for the Speaker’s acts, omissions, statements, or any commitments made by the Speaker or the College.
2. **Payment:** A College issued legally- binding purchase order (“Purchase Order”) will be issued to the Company within 30 days of the last dated signature to this Agreement (“Execution Date”). Prior to the event, the Company will email their invoice to accountspayable@fscj.edu listing the Purchase Order number. Full payment for this event will be issued to the Company within 30 days after the Event Date.
3. **Cancellation by College:** If the Event is cancelled by College 60 days or more prior to the Event, the College shall owe no Fee to Speaker. If the Event is cancelled by College 59 days or less prior to Event Date, fifty percent (50%) of the Fee shall be forfeited and shall be due, and payable immediately.
4. **Cancellation by Speaker:** In the event the Speaker must cancel due to transportation problems beyond the control of the Speaker, illness, or unforeseen emergency Company will attempt to provide a comparable Speaker who is acceptable to the College or reschedule the event to a mutually agreeable date within 12 months of the originally scheduled Event date. In the event the Speaker cancels the contract and Company cannot provide a comparable Speaker who is acceptable to the College or reschedule the event to a mutually agreeable date within 12 months of the originally scheduled Event date, Speaker agrees to reschedule the Event within 24 months of the original Event date and agrees that the Fee will be reduced by 50%. In the event the Speaker is delayed but arrives and presents her/his program in full, all Fees and other charges shall be due in full.
5. **Force Majeure:** Notwithstanding any other provision of this Agreement to the contrary, in the event that the performance of any obligation under this Agreement by a Party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, blackouts, pandemic or epidemic, or any other cause beyond the reasonable control of a Party, such Party shall not be responsible to the other Parties for failure or delay in performance of its obligations under this Agreement. Each Party shall promptly notify the other Party of such force majeure condition. The terms of this Clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this Agreement until as soon as practicable after the force majeure condition ceases to exist. For the avoidance of doubt, if a Party is unable, due to a force majeure condition, from performing its obligations on the Event Date, the foregoing Clause requires the Parties to make good faith efforts to reschedule the Event on a date to be mutually agreed.
6. **Lodging/Travel/Meal Expenses:** The Fee includes all costs to complete the deliverable including all labor, meals, materials, travel, and lodging costs.
7. **Facility:** College shall provide a clean, well-heated (or well cooled as the case may be), well-lighted and safe venue for the Event, and shall not permit the audience to exceed the legal limit for the venue. All equipment and facilities, and all accessories required by Speaker, shall be in good working order. Any material changes in the nature of the Event, including, without limitation, the venue, the size of the audience, the purpose of the engagement shall constitute a breach of this Agreement unless agreed to in writing by Speaker. No additional appearances or activities

shall be expected of the Speaker unless expressly contained as a part of this Agreement or agreed to later in writing. The Fee is understood to be for the speaking engagement only as outlined in this Agreement

8. **Recording/Endorsements:** It is understood and agreed that without the express written consent of the Company on behalf of Speaker, which may be withheld in Company's sole discretion (a) the Event, including the Speaker's presentation may not be recorded by any means, including without limitation audio-taped, video-taped or broadcast, streamed live or via Internet, in any form or length, and (b) Speaker's name and likeness may not be used in connection with any endorsements of products or services. College will use commercially reasonable efforts to prevent audience members from recording the Event or engaging in conduct prohibited by this paragraph. If permission for the audio and/or video recording of the Event for College's archival purposes is given, a copy of any video or audio recording must be sent to the Company. Company and Speaker reserve all copyrights for the Event and any video or audio recording thereof. The Speaker and/or Company reserve the right to audio-and/or videotape the Event in their discretion. Notwithstanding the foregoing, or anything else in this Agreement to the contrary, the College is permitted to record the event for their College website provided that its password is protected for College members only.

9. **Copyrighted Work:** Speaker shall retain any and all intellectual property rights to the copyrighted materials that she/he may use in connection with the Engagement: participant materials, components, workshops, training procedures, printed materials, including books, author photographs, publicity and promotional materials and other material in print and other media and services collectively referred to as "Materials" and College shall obtain no rights to the Materials unless specifically agreed to by the Company or Speaker in writing.

10. **Books: The College, if requested by the Company, will arrange to have the Speaker's books available for purchase and/or giveaway.** Either the College may purchase copies of the book(s) authored by the Speaker or work with the Company to arrange for a local bookseller to provide book sales on-site.

11. **Confidentiality:** The Parties agree that the terms of this Agreement, including the financial terms are confidential (the "Confidential Information") and other than as may be required by applicable law, government order or decree, neither Party will publicly disclose Confidential Information. Each Party is fully responsible for the acts of its employees, officers and agents and any breach of this provision, whether intentional or negligent, shall be deemed a material breach of this Agreement and the breaching Party will be held liable. The term "Confidential Information" shall not include information that: (a) is or becomes generally available to the public, other than as a result of a disclosure or other fault by the Party receiving Confidential Information ("Recipient") of any of its Representatives (as hereinafter defined) in violation of this Agreement; (b) was rightfully in Recipient's possession free of any obligation of confidence before, at, or subsequent to the time such portion was communicated to Recipient by the Disclosing Party ("Discloser"); or (c) was communicated to Recipient on a non-confidential basis from a source other than the Discloser, provided that such source is not bound by a duty of confidentiality prohibiting the disclosure thereof. Any disclosure by Recipient of Confidential Information in response to a valid order by a court or other governmental agency, or otherwise required by applicable law, shall not be considered to be a breach of this Agreement by Recipient; provided, however, that Recipient shall provide prompt prior notice thereof to Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure, and Recipient shall limit the extent of such disclosure solely to the extent required by such order or law, and Recipient shall use its commercially reasonable efforts to ensure that such disclosed information is treated strictly confidentially by all recipients thereof. Notwithstanding the foregoing, the parties also acknowledge that as a public entity of the State of Florida, the College is subject to Chapter 119, Florida Statutes, aka "Florida's Public Records Act". As such, the terms of this Agreement as well as related Purchase Orders may be considered a "public record." Any disclosure of this Agreement or a Purchase Order pursuant to a public records request shall not be considered a breach of any confidentiality obligations.

12. **Taxes:** As an independent contractor, Speaker shall be solely responsible for all federal and local income and other taxes (including, without limitation, Social Security and Medicare) that are due on the income received by Speaker for the services performed hereunder. College shall be solely responsible for any sales taxes, admission taxes, user fees or other charges, taxes or fees of whatsoever description levied by the jurisdiction in which the Event takes place.

13. Limitation of Liability: In no event shall either Party be liable to the other for indirect, incidental, consequential, special, or exemplary damages such as, but not limited to, loss of revenue or anticipated profits or lost business, incurred by a Party whether in an action in contract or tort even if the other Party has been advised of the possibility of such damages, except for the payment obligations of College under this agreement, and any indemnification obligations of either Party, and any damages arising from one Party's misappropriation of the other's intellectual property or Confidential Information. The parties hereto acknowledge and agree the College is a political subdivision of the State of Florida. As such, the College's performance under this agreement and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all applicable federal, state, and local laws and regulations and District Board of Trustee Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge that the College's performance under this Agreement is subject to the provisions and limitations of Section 768.28, F. S. (the provisions and limitations of which are not waived, altered, or expanded by anything herein). Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, F. S. As the College is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues.

14. E-Verify. Pursuant to State of Florida Executive Order No. 11-116, Company shall utilize the U.S. Department of Homeland Security's E-Verify system <https://www.e-verify.gov/> to verify the employment of all new employees and independent contractors hired by the Company during the Agreement term. Company shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement, utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Agreement term.

15. Other provisions. Should any provision of this Agreement be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity. The captions provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision thereof.

Neither Party may, without prior written consent of the other Party, assign this Agreement in whole or in part. Any attempted assignment in contravention of the terms of this paragraph shall be null and void.

With respect to insurance, Speaker is responsible for his liabilities and certifies that he (or Company) has appropriate insurance coverage for Speaker's services under this Agreement. Speaker shall indemnify the College for any claims arising out of or in connection with any unlawful acts, negligent acts, errors, omissions, or willful misconduct on the part of Speaker or Speaker's agents, employees, subcontractors, licensees, or invitees. College shall not be liable for any damages or injuries to Speaker or Speaker's property, while on College's premises, and Speaker hereby releases College, its trustees, officers, staff, employees, representatives and agents from all form and manner of risks inherent or relating to such activities, and agrees to waive all claims and demands of any nature arising from the Event or related activities, except for those losses or claims arising from the sole or willful negligence or misconduct of College.

16. Entire Agreement. This Agreement may be executed in one or more counterparts each of which will be deemed an original but all of which together will constitute one instrument. If the College requires a rider/separate document to be executed in addition to this Agreement, the terms of this Agreement shall prevail in the event of a conflict regardless of the date of execution of the documents. This Agreement and any College provided rider/document set forth the entire understanding between the Parties and it may not be altered, changed, modified, or waived, in whole or part except by amendment in writing signed by both Parties.

17. Independent Contractor. The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or

indirectly, be considered employees or agents of the other party.

18. **Applicable Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of Florida without regard to its conflict of laws principles. The parties submit to the jurisdiction and venue of the local state and federal courts in Duval County, Florida.

19. **Public Access to Records.** The College, as a political subdivision of the State of Florida, is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. The parties agree to comply with applicable Florida Statutes as it relates to the maintenance, generation, and provision of access to all public records related to this Agreement.

20. **Non-Discrimination.** Florida State College at Jacksonville does not discriminate against any person based on race, disability, color, ethnicity, national origin, religion, gender, age, sex, sexual orientation/expression, marital status, veteran status, pregnancy or genetic information in its programs or activities. Inquiries regarding the non-discrimination policies may be directed to the College's Civil Rights Officer, 501 West State Street, Jacksonville, Florida 32202 | (904) 632-3221 | CRCO@fscj.edu.