

GUEST SPEAKER AGREEMENT  
INSTRUCTIONS, ROUTING AND APPROVAL COVER SHEET

**Caution – If payment under this Agreement will be made to a person who is not a U.S. citizen,** then prior to completing this cover sheet and the agreement please contact the Payroll Office at 460-6471 to speak with the person coordinating payments to international visitors. Failure to obtain the necessary documents will result in a delayed payment at minimum.

- I. The originating department should complete the Guest Speaker Agreement and send to the Guest Speaker for signature, with instructions to return it to the originating department. Original or scanned manual signatures and electronic signatures are acceptable.
- II. It is not necessary to complete the Request for Approval to Engage Consultant or Authorization to Provide Services forms for this Agreement.
- III. After the signed Agreement has been signed by the Guest Speaker and returned to the originating department, the following approval section should be completed.

Guest speaker's name \_\_\_\_\_

Is guest speaker an employee of the University of South Alabama, USA HealthCare Management, LLC, or University of South Alabama Health Care Authority? Check Yes or No

Source FOAPAL \_\_\_\_\_

If the source FOAPAL is an externally sponsored project fund, then approval of Grants & Contracts Accounting must be obtained:

\_\_\_\_\_ Grants & Contracts Accounting signature for approval \_\_\_\_\_ Date

I am aware of and approve all business terms of this agreement, and certify that no changes have been made to the Guest Speaker Agreement template revision dated 1/1/18 to complete this Agreement.

|                              |                           |       |
|------------------------------|---------------------------|-------|
| _____                        | _____                     | _____ |
| Department Head Printed Name | Department Head Signature | Date  |

IV. Staple this cover sheet to the Agreement.

V. Mail to Contract Officer in AD 170 for University signature with instructions to return the Agreement to:

\_\_\_\_\_ Name \_\_\_\_\_ Building \_\_\_\_\_ Room Number

GUEST SPEAKER AGREEMENT

between

UNIVERSITY OF SOUTH ALABAMA

and

\_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the University of South Alabama, located in Mobile, Alabama, 36688, hereinafter referred to as "University," and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as the "Guest Speaker."

The parties mutually agree as follows:

ARTICLE I. The Guest Speaker will provide services as a speaker on the topic of \_\_\_\_\_ on \_\_\_\_\_.

ARTICLE II. COMPENSATION

A. The University will pay a speaking fee to the Guest Speaker in the following amount. Travel expenses shall be paid according to the University's *Travel and Entertainment Regulations*. Prior authorization by the University benefiting department is required for any travel taken under this Agreement for which reimbursement is requested. (See the University's *Travel and Entertainment Regulations* for specific limitations of travel expense reimbursement.) All expenses must be supported by documentation acceptable to the University's Business Office. If the University is expected to directly pay the airfare to an authorized travel agency, a University travel authorization will be required and related University policies shall apply.

|                               |          |
|-------------------------------|----------|
| Speaking fee                  | \$ _____ |
| Estimated reimbursable travel | _____    |
| Estimated other expense       | _____    |
| Total                         | \$ _____ |

B. The Guest Speaker, other than one employed by the University, USA HealthCare Management, LLC, or University of South Alabama Health Care Authority, must complete the following forms when submitting an invoice for payment:

1. Vendor Registration Form  
<http://www.southalabama.edu/departments/eforms/purchasing/vendorregistrationform.pdf>
2. Form W-9  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>
3. Authorization for Electronic Direct Deposit  
<http://www.southalabama.edu/departments/eforms/purchasing/eddauth.pdf>

ARTICLE III. PUBLICITY

It is also agreed that no advertising or other publicity materials having or containing any reference to the University, USA HealthCare Management, LLC, or University of South Alabama Health Care Authority, shall be made use of by the Guest Speaker or anyone on the Guest Speaker's behalf unless and until the same shall have first been submitted to, and received the written approval of, an authorized representative of the University.

ARTICLE IV. TERMINATION

The University may, by a minimum of five days written notice to the Guest Speaker, terminate this contract in whole or in part for any cause. Such notice shall be delivered by certified mail to the other party at the address following that party's signature on the last page of this Agreement.

ARTICLE V. GUEST SPEAKER'S LIABILITY

In addition to the liability imposed by law on the Guest Speaker for damage or injury (including death) to persons or property by reason of negligence and/or intentional conduct of the Guest Speaker or any of his/her agents or anyone directly or indirectly employed by them, the Guest Speaker hereby assumes liability for and agrees to save University harmless and indemnify it for every expense, liability, or payment suffered or claimed to have been suffered through any act or omission of the Guest Speaker or any of his/her agents or anyone directly or indirectly employed by them or from the conditions of the premises or any part of the premises while in control of the Guest Speaker or any of his/her agents or anyone directly or indirectly employed by them or arising in any way from the work called for by this contract.

ARTICLE VI. OTHER APPLICABLE LAWS

Any provisions required to be included in a contract of this type by any applicable and valid Federal, State or local law, ordinance, rule, or regulations shall be deemed to be incorporated herein. This Agreement shall be governed by Alabama law. In the event any provision hereof shall be held or construed to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of this Agreement, but same shall be construed or enforced as though the illegal or invalid provision(s) had not been included herein.

ARTICLE VII. INDEPENDENT CONTRACTOR

Except in the case of a Guest Speaker currently employed by the University, USA HealthCare Management, LLC, or University of South Alabama Health Care Authority, the Guest Speaker and the University intend that the relationship established between them pursuant to this Agreement shall be that of client and independent contractor. No agent, employee, or servant of Guest Speaker shall be or shall be deemed to be an employee, agent or servant of the University. Guest Speaker is responsible for all applicable federal and state regulations relating to income tax, social security, worker's compensation, and unemployment insurance for himself/herself and his/her employees. Guest Speaker further agrees that there are no claims to any rights to benefits, or tenure rights, for the Guest Speaker, or his/her agents, under this agreement. For a Guest Speaker who is an employee of the University, USA HealthCare Management, LLC, or University of South Alabama Health Care Authority, any remuneration for such engagement will be processed through the payroll system, regardless of the fact that the services being provided under this Agreement are outside of his or her employment duties.

ARTICLE VIII. NON-DISCRIMINATION

Neither the University nor Consultant will discriminate against any person in the implementation of this Agreement on the basis of race, color, religion, national origin, age, sex (including pregnancy, sexual orientation, gender identity and expression), genetic information, protected veteran status, disability, or any other status which is protected under applicable state or federal law.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement the day, month, and year first written above.

\_\_\_\_\_  
(Guest Speaker's Name)

\_\_\_\_\_  
(Guest Speaker's Signature)

\_\_\_\_\_  
(Guest Speaker's Address)

\_\_\_\_\_  
J#, if available

University of South Alabama

By: \_\_\_\_\_  
Robert K. Davis  
University Treasurer  
Contract Officer  
307 University Blvd., N., Room 170  
Mobile, AL 36688