SPEAKER AGREEMENT

THIS SPEAKING AGREEMENT dated as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2020, by and between American University (hereinafter “University”), a Congressionally-chartered, non-profit, institution of higher education, located at 4400 Massachusetts Avenue, NW, Washington, DC 20016 and [Name of Speaker] (hereinafter “Speaker”), with offices located at (provide business address, city and state).

**Topic or Title of Speaker Event**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date of Event**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Venue for Event**: The University shall provide the Speaker with the on-line location for the event and any links or passwords required for accessing the Event.

**University Contact**: Name:\_\_\_\_\_\_\_\_\_\_\_\_, Phone: \_\_\_\_\_\_\_\_\_\_\_\_, Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Speaker Contact**: Name: \_\_\_\_\_\_\_\_\_\_\_\_, Phone: \_\_\_\_\_\_\_\_\_\_\_\_, Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fee**: $ \_\_\_\_\_\_\_\_\_ [written form amount]. The University shall hold payment to the Speaker, his/her agents, employees or representatives until the completion of the event.

**Audio and Video Recording**: Speaker agrees that the event will be recorded. All intellectual property rights in the event, including but not limited to, any audio or visual recording of the event, Speaker’s presentation during the event, any images or graphics, and/or any modifications, customizations and interfaces developed with respect thereto (the “Recording”), in whole or in part, provided to University by the Speaker under this Agreement shall be solely the property of the University. The Speaker hereby assigns all right, title and interest in and to and exclusive ownership of the Recording to the University and the Speaker shall take all actions necessary to transfer exclusive ownership of the same to the University. The University and Speaker agree that any product created, conceived, and/or prepared by the Speaker in the performance of the event contained in this Agreement shall in all respects be considered a “work made for hire” within the meaning of the federal copyright and patent laws and that no other right in the Recording shall inhere in the Speaker, or in the Speaker’s representatives, heirs, or assigns. The Recording shall be owned by the University and University may, at its option and expense, seek copyright or patent registration, trademark, trade secret, or other intellectual property right for the Recording. As owner of the copyright or patent, the University shall have all rights attendant to that ownership, including, but not limited to, rights of reproduction, preparation of derivative works, distribution, and display. The Speaker warrants and represents that the Speaker is the sole owner of the materials presented during the event and all the rights herein granted, and has full right and power to make this Agreement; that the Speaker has not previously granted the rights to the Recording to another third party; that the Speaker has used all reasonable care to ensure that all facts and statements in the Recording are true; that the Speaker has obtained the necessary releases of subjects and locations identified in the Recording; that University’s inclusion and use of the Recording will not violate any copyright, proprietary or personal rights of any third party; that the Speaker has not in any manner disposed of any of the rights herein granted to the University or granted any rights, adverse to or inconsistent therewith; nor are there any rights outstanding which would diminish, encumber, or impair the full enjoyment or exercise of the rights herein granted University. The Speaker shall indemnify and hold harmless the University, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation, warranty, or covenant made by the Speaker herein.

**Indemnification**: The Speaker shall hold harmless the University, its agents, employees, and representatives from any liability or action arising from personal injury or property damage caused by acts or omissions of the Speaker, its employees, agents, or representatives, including reasonable attorneys’ fees.

**Cancellation:** The University reserves the right to cancel the event under the following circumstances:

* 1. If the Speaker is substantially late or fails to arrive for the performance (curtain time);
	2. If the Speaker arrives at the performance noticeably under the influence of intoxicating beverages, narcotics, or other drugs;
	3. If the Speaker uses or consumes intoxicating beverages, narcotics, or other drugs;
	4. If, in the sole judgment of the University, the performance should be canceled for health, safety, or security reasons.

If the University cancels the event because of any of the circumstances listed above, the University shall not be required to pay the fee set forth in the contract and the Speaker will not be reimbursed by the University for out-of-pocket expenses incurred directly by the Speaker in connection with the event, including, but not limited to promotion or other expenses incurred by Speaker. The Speaker shall not be required to reimburse the University for expenses if the Speaker produces documentation from an appropriate authority, satisfactory to the University, stating that the Speaker was detained by an Act of God or serious illness.

**Force Majeure**: Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement, if the party's failure to perform is attributable to war, riot, strike, terrorist acts, or other work stoppage; fire; flood; epidemic, plague, pandemic, outbreak of disease or other public health crisis, including quarantine or other employee restrictions; act of government; act of God; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.  Any such occurrence shall be referred to as a "Force Majeure" occurrence.  In the event of a Force Majeure which interferes with the facilities service operations on University's premises, upon request, Speaker shall take reasonable steps to continue to provide Services upon terms and conditions satisfactory to Speaker and the University.

**Marks and Publicity**. Neither party may use the name, logo, trademarks, service marks, publications or other proprietary identifying symbols of the other party in any press release, press related or advertising media without the prior written consent of the other party.

**Governing Law:** The performance of the Speaker shall conform to the laws of the District of Columbia and the regulations of the University. The contract shall be governed by the laws of the District of Columbia.

**Modifications:** All additions and deletions in the contract shall be initialed and dated by both parties in order for such modifications to be valid. Any other modifications to the contract must be made in writing, signed by both parties, to be valid.

NOW INTENDING TO BE LEGALLY BOUND, the parties hereto have caused their duly authorized representatives to execute this Agreement on the day and date below written.

 [Speaker]: American University:

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Signature of Speaker [Signature]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Brian Blair

Printed Name Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Director of Procurement & Contracts

Title Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date