

STATE OF NORTH CAROLINA

WAKE COUNTY

Rev. 1/24

GUEST SPEAKER AGREEMENT

THIS AGREEMENT (“Agreement”) is made between North Carolina State University (“NC State”) and _____ (“Guest Speaker”).

WITNESSETH

WHEREAS, Guest Speaker has submitted to NC State a proposal for the performance of certain professional services; and,

WHEREAS, NC State desires to enter into an agreement with Guest Speaker for the performance of these professional services.

NOW, THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NC State and Guest Speaker agree as follows:

- 1. **Scope of Engagement.** Guest Speaker agrees to supply NC State with the professional services described as follows (the “Presentation”):

- a. Title of Presentation: _____
- b. Date: _____
- c. Beginning and Ending Times: _____
- d. Location: _____

- 2. **Payment.** In consideration of the Presentation provided pursuant to this Agreement, NC State shall pay Guest Speaker a fee not to exceed _____ Dollars (\$_____). Payment of compensation specified in this Agreement is dependent upon and subject to the allocation, appropriation or availability of funds to NC State for the purpose set forth in this Agreement.

- 3. **Expenses and Services.** In addition to the payment described in Section 2 of this Agreement, NC State shall pay the following reasonable expenses and/or provide the following services in support of the Presentation:

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4. **Independent Contractor.** Guest Speaker shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees in connection with its provision of the Presentation. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between Guest Speaker and NC State. As an independent contractor, Guest Speaker shall be responsible for the payment of any taxes due on any monies received by him/her.

 5. **License to NC State.** Guest Speaker grants to NC State, its employees, assigns, and agents, the right to live stream, make and use videotapes, audiotapes, photographs, and/or soundtrack recordings of Guest Speaker performing the Presentation and to copyright, broadcast, distribute, reproduce, republish, use, reuse and/or license the Presentation, in analog or digital form, or any other form now known or later developed, for any purpose whatsoever. Guest Speaker also consents to use of his/her name and any transcripts or other printed matter in connection with the foregoing.

 6. **Indemnification.** Guest Speaker warrants that the Presentation is original, does not infringe the copyright of another, and agrees to release, discharge and hold harmless NC State, its employees and agents, all persons acting under its authority, and those for whom it is acting, from all claims, causes of action and liability of any kind, in law or equity, based upon or arising out of use of the Presentation or this Agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement.

 7. **Termination.** NC State may terminate this Agreement at any time by providing thirty (30) days' written notice to Guest Speaker.

 8. **Notices.** All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to NC State:

If to Guest Speaker:

9. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
10. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.
11. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, and the exclusive venue for any legal proceedings arising from or incident to this Agreement shall be the state courts sitting in Wake County, North Carolina.
12. **Access to Persons and Records.** The State or NC State auditor, or the Joint Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission, may audit the records of Contractor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with North Carolina General Statutes §143-49(9) and §147-64.7 and Session Law 2023-134.
13. **Severability.** Should any non-material provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

[SIGNATURE PAGE FOLLOWS]

Guest Speaker and NC State have made this Agreement effective as of the date of the last signature below as indicated by the signatures of their authorized representatives.

**NORTH CAROLINA STATE
UNIVERSITY**

c/o _____

Recommended by:

Name: _____

Title: Project Coordinator

Date: _____

Authorized by:

Name: _____

Title: _____

Date: _____

GUEST SPEAKER

By: _____

Name: _____

Title: _____

Date: _____