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**HONORARIUM AGREEMENT BETWEEN  
VILLANOVA UNIVERSITY  
And**

\_\_\_\_\_  
(Full Name or Corporation Required)

THIS Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, by and between Villanova University,  
hereinafter referred to as "University" and \_\_\_\_\_, located  
(Full Name or Corporation required)  
at \_\_\_\_\_, hereinafter  
(Full address required)  
referred to as "Speaker."

Due to the Speaker's scholarly and/or professional standing, the University is honored to request the presence of the Speaker for the purpose of speaking to members of the University community as hereinafter described.

**1. Engagement**

The University hereby retains the Speaker to provide services (the "Services") for the date and times listed below:  
Name and Address of Place of Engagement and Villanova University Sponsoring Office/ Department:

\_\_\_\_\_  
\_\_\_\_\_  
Date(s) of Engagement: \_\_\_\_\_  
Starting and Finishing Times of the Engagement: \_\_\_\_\_  
Description of Engagement: \_\_\_\_\_  
Estimated Number of Attendees: \_\_\_\_\_  
Villanova Department/Office Requesting Engagement including Contact: \_\_\_\_\_  
\_\_\_\_\_

**2. Honorarium**

The University agrees to pay by University check or direct deposit the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) AS A MEANS OF SHOWING APPRECIATION FOR THE SPEAKER'S PARTICIPATION IN THE EDUCATIONAL, RESEARCH OR PUBLIC SERVICE ACTIVITIES OF THE UNIVERSITY. Such check will be payable to and presented to the Speaker within twenty (20) days after the Engagement, provided the Speaker has complied with all terms contained herein.

Direct Deposit is highly recommended and the form is available on our web site listed below.

The Speaker is responsible for all applicable taxes on honorarium received from this Agreement and the University will not withhold such taxes.

**A completed Villanova University Vendor Profile must be attached to this Agreement or already on file with the University.**

**3. Independent Contractor**

The Speaker acknowledges that he/she is an independent contractor and not an employee of the University. As such, the Speaker shall have no claim against the University for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment benefits or employee benefits of any kind. The Speaker shall not represent him/herself to any third party as being an employee of the University.

#### **4. Force Majeure**

The University is hereby relieved of any liability if unable to meet the responsibilities of this Agreement because of any Act of God, riots, epidemics, strikes, any act or order of public authority or any other legitimate cause beyond the control of the University. If such acts or conditions occur, the University is not liable for any damages which the Speaker, its agents or representatives might suffer.

#### **5. Insurance**

The Speaker has arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs for any injuries occurring on campus or arising out of the Services. The Speaker acknowledges that the University will not be responsible for any medical expenses arising out of injuries occurring on campus or arising out of the Services.

#### **6. Indemnification**

The Speaker hereby agrees to indemnify, defend, and hold harmless Villanova University, its agents, servants, trustees, students, and employees from and against any and all loss, damage, liability, or expense, including attorney's fees, including but not limited to all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or arising out of or claimed to be caused by or to have arisen out of the Services provided by the Speaker or the Speaker's noncompliance with this Agreement. The Speaker acknowledges that the University will not be responsible for any physical damage occurring to property owned, lease or used by the Speaker.

#### **7. Performance**

The Speaker agrees and warrants that in the performance of the Agreement, the Speaker will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, sex, age, national origin or on the basis of being handicapped but otherwise qualified in any manner prohibited by the laws of the United States.

The University is an independent coeducational institution founded by the Augustinian Order of the Roman Catholic Church. As a religiously based institution of higher learning, the University does not sponsor or support any endeavor that is contrary to the Catholic and educational character of the institution. By signing this document and entering into this contractual agreement, the Speaker acknowledges awareness of the institutional environment and agree not to do or say anything that is derogatory to the Catholic faith, contains sexually explicit actions, gestures, or expletives and/ or other obscenities or is otherwise indicated to be unacceptable or objectionable in this policy or by the University's authorized representative for this Agreement. Any material that is derogatory to the Catholic Church or that is hateful or demeaning in its content as directed towards people or aspects of various races, religions, ethnicities, genders, disabilities, ages, and sexual orientation will be considered unacceptable. The Speaker shall neither directly or indirectly portray or use an image of or otherwise make any reference to Villanova University or the Order of Saint Augustine, or any of its current or former trustees, officers, faculty, employees, students, members, or agents in a manner that is derogatory or disparaging or inconsistent with the mission of Villanova University or the Order of Saint Augustine.

#### **8. Recording and Photo Release**

The Speaker hereby releases and consents to the recording, reproduction and use of his/her image, voice, artistic or dramatic performance, actual or fictitious name, and any quotes or testimonials given by him/her in connection with the Services through photograph(s), video recording(s), and/or audio recording(s) (the "Recording") by the University, or its agents and employees, including any third party designee approved by the University to produce or use the Recording. All rights to the Recording shall belong exclusively to the University including, without limitation or obligation, the unrestricted right to reproduce, print, publish, display publicly, distribute and sell prints or copies of the Recording or derivative works thereof in any medium throughout the world, with no further payment to, or permission or approval from the Speaker.

**SPEAKER:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**VILLANOVA UNIVERSITY:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name/ Title**

\_\_\_\_\_  
**Sponsoring Office/ Department**