



HONORARIUM SPEAKER AGREEMENT

The Honorarium Speaker Agreement ("Agreement") is made on _____, by and between Villanova University located at 800 Lancaster Avenue, Villanova, PA 19085, hereinafter referred to as "University" and _____, located at _____, hereinafter referred to as "Speaker."

(Full Legal Name of Speaker)

(Full address of 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 ("Engagement").

1. Engagement

The University hereby retains the Speaker to provide speaking services for the date and times listed below:

Date(s) of Engagement: _____

Starting and Finishing Times of the Engagement: _____

Description of Engagement: _____

Location 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 \$_____ as a means of showing appreciation for the Speaker's participation in the educational, research, or public services activities of the University. Such payment will be made to Speaker within thirty (30) business days after the Engagement unless otherwise agreed to by the parties in writing, provided the Speaker has complied with all terms contained herein.

Direct Deposit is highly recommended. Please contact the Procurement Office (610-519-4231 or procurement@villanova.edu) or complete the direct deposit information during the onboarding process with the University's onboarding vendor, PaymentWorks.

The Speaker is responsible for all applicable taxes on the honorarium received from this Agreement. Pennsylvania 1099-MISC tax will be withheld on all required individuals. Please visit the [Vendor Information Page \(https://www1.villanova.edu/university/financial-affairs/vendors.html\)](https://www1.villanova.edu/university/financial-affairs/vendors.html) and scroll to the bottom of the page under 1099-MISC Pennsylvania Tax for more information.

All new speakers (not previously paid by the University) must complete the University's onboarding process through PaymentWorks. The link to complete the onboarding process will be emailed to the Speaker from the requesting department/office. This process must be completed prior to the Engagement.

3. Independent Contractor

The Speaker acknowledges that Speaker 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/themselves 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; health and safety concerns; outbreak of sickness, illness, or disease; epidemics; pandemics; strikes; any act or order of public authority; or any other legitimate cause beyond the reasonable 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 have incurred.

5. Insurance

The Speaker has arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs for any injuries arising out of the Engagement. The Speaker acknowledges that the University will not be responsible for any medical expenses, including without limitation copays and deductibles, for injuries arising out of the Engagement.

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 for the Engagement 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, leased, 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 basis of race, color, religion, sex, sexual orientation, gender identity, age, national origin, ancestry, veteran status or disability, or on any other basis 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 University. By signing this document and entering into this contractual agreement, Speaker acknowledges awareness of the institutional environment and agrees 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 Villanova University's Policy Restricting Inappropriate Material 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. Entertainer shall neither directly or indirectly portray or use an image of or otherwise make any reference to the 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 the University or the Order of Saint Augustine.

The University may, in its discretion, consider presentation of inappropriate material to be a material breach of contract resulting in, without limitation, the withholding of payment(s). The terms of payment will be reviewed by the University's representative during the week following the Engagement. Before this Agreement is executed, Speaker shall make the University's representative on this Agreement aware in writing of any material whose compliance with this policy is questionable.

8. Recording and Photo Release *(Please read and initial next to the option you select)*

_____ The Speaker grants permission for the use of and hereby fully releases the use of Speaker's image in any photographs, recording (including video and/ or sound) or other media containing Speaker's image ("Images") made in connection with the Engagement to the University. The Images may be used without restriction for the benefit of the University in any and all publications or media, in any form, including on any of the University's web sites or social media sites, without further consideration, and Speaker acknowledges the University's right to so use the Images at its discretion. Speaker understands that all rights to the Images belong exclusively to the University including, without limitation, the exclusive right to print, publish, display publicly, distribute and sell drawings or prints of the Images throughout the world and the exclusive right to license, sell, distribute or otherwise dispose of the following rights in the Images: publication and sale of the Images in clothbound and paperback books; publication and sale of the Images in cards, posters, pictures, brochures, dramatic, motion picture, video, DVD (sight and sound), broadcast (television) and electronic, mechanical or visual reproduction rights (including intranet, internet, microfilm and computer) and admissions materials; and any and all future and other rights not specifically enumerated for the benefit of the University. The above statement of release also covers the use of any quote and/or testimonial given by Speaker during the Engagement.

_____The Speaker does not grant permission for the Engagement to be recorded. For clarity, the presentation of the Engagement through a Virtual Platform is not considered a recording.

9. Virtual Platform

If the Engagement will be provided through a third-party virtual platform (e.g. Zoom, Skype, etc.) ("Virtual Platform"), Speaker understands and acknowledges that Speaker must read and agree to the third-party Virtual Platform's terms and conditions in order to use the Virtual Platform. The University is not a party to any user agreement of terms and conditions between Speaker and the Virtual Platform, including without limitation, any privacy policy or terms of use. Speaker agrees not to provide access information for the event, including without limitation, login or credential information or links to the

Engagement sessions, to any other party without the written permission of the University. Speaker agrees not to photograph, record or otherwise capture images, video, or sound from the event. Speaker further understands and acknowledges that the University cannot guarantee the functionality or security, or eliminate all risks associated with use of a Virtual Platform. The Virtual Platform is solely responsible for all matters regarding its application, including, without limitation, application functionality, terms of service, privacy policies, and any claims related to the operation or use of the application. Speaker understands and agrees that there may be risks (including, without limitation, those related to privacy, data security, cybersecurity, and unauthorized access inherent in using a Virtual Platform) and Speaker knowingly assumes such risks. Speaker agrees to abide by all policies, terms, and conditions of the Virtual Platform.

This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

The Speaker and the University's authorized representatives shall execute this Agreement by signing below. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

SPEAKER:

VILLANOVA UNIVERSITY:

Signature (Please sign in ink. Typed signatures are not acceptable.)

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

**Please be sure to initial section 8.*

Printed Title of Authorized Representative

Date