

STUDENT ORGANIZATION AT MARQUETTE UNIVERSITY SPEAKER AGREEMENT OVER \$1,000

This Speaker Agreement ("Agreement") is made by and between noted student organization at Marquette University ("Marquette") and the Speaker identified in Item 1 below, for Speaker's participation at the engagement specified in Item 2 below.

Name of student organization: _____

1. Speaker

Speaker's Name: _____

Company/Agency Name, if Applicable: _____

Street Address: _____

City/State/ZIP/Country: _____

Speaker's SS# or TIN: _____

2. Engagement.

Engagement Date / Time: _____

Engagement Location: _____

Speaker Topic / Title: _____

3. Speaker fee and Expenses. Marquette shall pay to Speaker as follows (check and complete those that apply):

- Speaker fee, \$ _____
 - One round-trip coach airline ticket \$ _____ (estimated)
 - Hotel accommodations for _____ nights \$ _____ (estimated)
 - Other (list) _____ \$ _____ (estimated)
- Total Payment (speaker fee plus estimated expenses) \$ _____ (estimated)**

All expenses, whether paid by the Speaker and reimbursed or paid directly by the University or later reimbursed by the University to University personnel, must be included above. In addition, expense reimbursements may not exceed the amounts and types approved for employee reimbursement under Marquette University Policy and Procedure 1-09.

4. Relationship. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Speaker shall not become an employee of Marquette by acting under this Agreement.

5. Reporting Requirements for "Nonresident" (Out-of-State) Speakers. Nonresident Speakers are required under Wisconsin Statutes Section 71.80(15) to post a surety bond or cash deposit ("Bond Amount"), totaling six percent (6%) of the total compensation paid by Marquette to, or on behalf of, Speaker. Speaker is considered a "nonresident" if both of the following conditions apply:

- Speaker is not a resident of Wisconsin; and
- Speaker receives total compensation equal to or greater than \$7,000.* ("Total Compensation" means the stipend amount EXCLUDING travel related expenses.)

The statute applies to individual engagements and to Speakers who receive compensation for multiple engagements totaling or exceeding \$7,000 throughout the calendar year. Speaker must make a reasonable effort to notify Marquette if Speaker anticipates multiple engagements equaling or exceeding \$7,000 in compensation in a given calendar year. Speaker must post the Bond Amount with the Wisconsin Department of Revenue and provide reasonable proof of filing to Marquette at least seven days before the engagement. If proof of filing is not provided, or if Speaker elects to post the Bond Amount before the engagement, Marquette must withhold the appropriate Bond Amount from the Speaker's total compensation. The parties will execute the "Rider to Contract - Nonresident Entertainer" form ("Rider") for this purpose and attach it to this Agreement as Exhibit A. The withheld funds must be submitted to the State of Wisconsin Department of Revenue within 5 days of the engagement.

Restrictions on Compensation to Non-Resident Aliens. If Speaker is a non-resident alien entering the U.S. to speak at the above-referenced engagement, Speaker acknowledges that it is Speaker's sole responsibility to obtain appropriate non-immigrant classification before entry into the U.S. Speaker must provide reasonable documentation to substantiate speaker's non-immigrant status (i.e., passport entry stamp) before Speaker receives compensation. Speaker understands that if he or she fails to obtain appropriate non-immigrant classification or fails to provide proof of same, Marquette may be prohibited from paying Speaker the compensation enumerated above. In addition, Speaker represents that he or she is in compliance with the provisions of INA 3212(q) concerning the above compensation, including, but not limited to the following: (1) Speaker's engagement at Marquette will not exceed nine (9) days; and (2) 3 Speaker has not accepted similar payments from more than five (5) institutions or organizations within the past six months.

6. **Miscellaneous.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Wisconsin. This Agreement may not be assigned without the written consent of the other party. Any signed document transmitted by fax shall be considered an original document and shall have the binding and legal effect of an original document.
7. **University Purchase Order.** Any purchase order issued by Marquette in connection with this Agreement is intended to establish payment authority for Marquette's internal accounting purposes. The terms and conditions of any such purchase order do not constitute a counteroffer, amendment, modification, revision, or supplement to the terms of this Agreement, and no term or condition of any such purchase order shall be part of this Agreement. It is agreed, however, that, all invoices not referencing a valid University Purchase Order Number for the amount invoiced will be rejected, and the total amount invoiced or paid under this Agreement may not be greater than the amount stated on the University Purchase Order(s) applicable to this Agreement.
8. **Deposit/Payment.** Marquette shall not make an advance payment or deposit nor post bond. Marquette shall pay the Total Compensation set forth above via a single check upon completion of the performance. If the Speaker Agreement is not received by Marquette at least ten working days prior to the Engagement, payment will be mailed to Speaker after the event.
9. **Taxes.** Both parties agree and acknowledge that Speaker shall be solely responsible for any and all taxes owed as a result of payments by Marquette to, or on behalf of, Speaker. See the provisions below concerning additional withholdings required by Wisconsin law.
10. **Approval of Other/Substitute Speakers.** Both parties agree that the appearance of any other speakers with Speaker will be subject to the approval of Marquette. Speaker agrees that any substitutions will be subject to advance approval by Marquette. If Marquette does not approve the proposed substitution(s), this Speaker Agreement shall be rescinded and Marquette shall not be obligated to make any payments under it.
11. **Force Majeure/Cancellation.** Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. Force Majeure shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to, war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God. If Marquette cancels the performance for reasons other than force majeure, payment equal to fifty percent (50%) of the speaker fee set forth herein shall be paid to Speaker. If Speaker cancels the Engagement for reasons other than force majeure, Speaker shall reimburse Marquette for any actual expenses incurred by Marquette relating to the performance.
12. **Control over Performance.** Marquette and Speaker shall have joint control over the production, presentation and performance. Marquette is not bound by any constitution, bylaws, rules or regulations of any organization to which the Speaker may belong.
13. **Subject Matter.** Speaker agrees to refrain from presenting and performing material that contravenes the moral teachings of the Catholic faith or is contrary to Marquette's Jesuit mission and philosophy. If Speaker presents or performs such material, as determined solely by an authorized Marquette representative, Marquette reserves the right to end the presentation or performance immediately and shall not be obligated to pay Speaker the speaker fee.

14. **Recording, Reproduction, and Use of Performance.** Marquette will take reasonable steps to prevent the unauthorized recording or broadcast, audio or visual or both, of any performance without express written consent of Speaker. Speaker specifically grants to Marquette the non-exclusive, non-transferable and non-sublicensable, and irrevocable right and license to record the above-referenced presentation and (a) use it (in audio format, in audio and video format, or in transcription format) for educational and research purposes consistent with Marquette's not-for-profit status and (b) display a representative portion of not more than twenty percent (20%) of the total recording on and through the University's Web site by use of streaming media, podcasts, or other methods of display, with appropriate credit to the speaker and an identification of the speaker's name, the date of the presentation, and the title of the presentation.

The foregoing terms are agreed to and accepted by:

MARQUETTE UNIVERSITY

SPEAKER

By: _____

X _____

Print Name: _____

Date: _____

Title: _____

Date: _____

ATTACH COMPLETED AND SIGNED IRS FORM W-9 OR IRS FORM W-8 and attach the INDEPENDENT CONTRACTOR VERIFICATION FORM (ICVF)

OGC (2017)