

**MARQUETTE UNIVERSITY SPEAKER AGREEMENT**

This agreement is made by and between Marquette University ("Marquette") and the Speaker identified in Item 1 below, for Speaker's personal services at the engagement specified in Item 2 below:

**1. Speaker.**

Speaker's Name: \_\_\_\_\_

Company/Agency Name, if Applicable: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_  
(if not a resident of Wisconsin, note Item 5 below)

Country: \_\_\_\_\_  
(if not a U.S. citizen or permanent resident, note Item 6 below)

Speaker's SS# or TIN: \_\_\_\_\_

**2. Engagement.**

Engagement Date / Time: \_\_\_\_\_

Engagement Location: \_\_\_\_\_

Speaker Topic / Title: \_\_\_\_\_

**3. Compensation.** Marquette shall compensate Speaker as follows (check and complete those that apply):

A stipend check, following completion of the presentation: \$: \_\_\_\_\_

One round-trip coach airline ticket from \_\_\_\_\_  
\_\_\_\_\_ (city) Est\$: \_\_\_\_\_

Hotel accommodations (# of nights, specific hotel, etc.): \_\_\_\_\_  
\_\_\_\_\_ Est\$: \_\_\_\_\_

Other: \_\_\_\_\_ Est\$: \_\_\_\_\_

**Total Compensation (Stipend, plus Estimated Expenses): Est\$: \_\_\_\_\_**

*NOTE: Expense reimbursements may not exceed the amounts and types approved for employee reimbursement under Marquette University Policy and Procedure 1-09. A copy of the policy is available upon request.*

**4. Relationship.** The parties hereto are independent contractors. 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. Speaker shall be responsible for any and all contributions and deductions, including but not limited to, taxes and social security contributions.

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 \$3,200.\* (“Total Compensation” means the stipend amount **and** related expenses which are either paid by Marquette or reimbursed to the speaker; i.e., airfare, hotel, meals, mileage, etc.)

\* The statute applies to individual engagements **and** to Speakers who receive compensation for multiple engagements totaling or exceeding \$3,200 throughout the calendar year. Speaker must make a reasonable effort to notify Marquette if Speaker anticipates multiple engagements equaling or exceeding \$3,200 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 **not** 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.**

6. **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 in Item 3 of this Agreement.

In addition, Speaker represents that he or she is in compliance with the provisions of INA §212(q) concerning the above compensation, including, but not limited to the following:

§ Speaker’s engagement at Marquette will not exceed nine (9) days; and

§ Speaker has not accepted similar payments from more than five (5) institutions or organizations within the past six months.

7. **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.

The foregoing terms are agreed to and accepted by:

**MARQUETTE UNIVERSITY**

**SPEAKER**

By: \_\_\_\_\_

X \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACH COMPLETED AND SIGNED “NONRESIDENT ENTERTAINMENT RIDER”, IF APPROPRIATE  
ATTACH COMPLETED AND SIGNED IRS FORM W-9 OR IRS FORM W-8