

SPEAKER AGREEMENT

This SPEAKER AGREEMENT (“Agreement”) dated as of _____, 20__ is made between The City University of New York on behalf of _____ (“University”) and the speaker identified in section A below (“Speaker”) for the personal services of the Speaker to speak at the event as described in section B (“Event”).

Event Description:

- A. Name and address of Speaker:
- B. Event Date & Time:
- C. Venue:
- D. Schedule:
- E. University Contact:
- F. Payment: _____ dollars (\$_____).

Checks shall be payable to _____ and mailed to the Speaker’s address. Speaker agrees to submit an invoice and a completed Claim for Payment form to the University Contact for actual appearance and performance of agreement terms.

- G. Reimbursement for Travel and Other Expenses:
 - None
 - Reimbursement of a maximum of \$ _____ for the following (checked boxes only):
 - Round trip _____ class travel from _____ via _____ [e.g., train, plane]
 - Local transportation to/from Event and/or accommodation
 - Overnight accommodations for ___ nights, single occupancy
 - Other expenses: _____

NOTE: Tax levy travel and expense reimbursements must comply with CUNY policy, including the CUNY Travel Policy regarding non-employee travel, the current version of which is available here: <https://www.osc.state.ny.us/files/state-agencies/2017-11/agency-form-ac3257s-fe.pdf>.

Speaker: _____ By: _____ Name: Title:	The City University of New York on behalf of _____ By: _____ Name: Title:
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This Agreement was prepared and submitted to the Purchasing Department by:

_____ Signature

and processed by the following individual in the Purchasing Department:

_____ Signature

This agreement contains this cover page, one page of terms and conditions, Exhibit 1 – Claim for Payment.

1. **Recording and publication:** Speaker consents to the publication, distribution, broadcast, and/or recording of his or her presentation in any form or media for University purposes, and not for any commercial purpose, unless Speaker objects in writing at least ten (10) days prior to the Event.
2. **Taxes:** Speaker shall be responsible for any tax consequences arising from this payment for services.
3. **Marketing and promotion of Event:** The University shall be solely responsible for all marketing and promotion of the Event.
4. **Cancellations:** Either party may cancel this Agreement without obligation to the other if cancellation notice is received in written form at least thirty (30) days before the Event date. University may cancel this Agreement without liability if Speaker fails to comply with any term of this Agreement. Both parties shall be released from any liability or damages if the terms of this Agreement cannot be fulfilled due to illness, accident, or any other legitimate condition beyond the control and without the fault or negligence of the University or the Speaker. However, in the event of such a force majeure event the parties shall use reasonable efforts to agree on a substitute date for the Event.
5. **Applicable law:** This Agreement shall be governed by the laws of the State of New York.
6. **Independent contractor:** Speaker is an independent contractor and not an employee or agent of the University.
7. **Assignments and subcontracting:** Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party.
8. **Execution and counterparts:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed the original Agreement, but all of which together shall constitute one and the same instrument. Facsimile or pdf signatures shall be deemed to be original.
9. **Miscellaneous:** Speaker certifies that he or she has not been on the New York State or a CUNY or SUNY payroll during the last two (2) years.

EXHIBIT 1 – CLAIM FOR PAYMENT

(Instructions: Speaker must complete this Claim for Payment form and submit with the Speaker’s invoice.)

I. PAY TO (please print):

PAYEE FIRST NAME	PAYEE LAST NAME
HOME ADDRESS	
CITY, STATE, ZIP	TELEPHONE NUMBER () -
PAYEE EIN (LEAVE BLANK IF SSN)	FAX NUMBER () -
DEPARTMENT NAME TO BE CHARGED	DEPARTMENT NUMBER TO BE CHARGED

II. DESCRIPTION OF SERVICES:

III. DATES OF SERVICES:

FROM	TO
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IV. PAYMENT/REIMBURSEMENT AMOUNT (must not exceed amounts in signed Speaker Agreement):

1. Contract Fee for Services \$ _____

2. Travel Expenses (complete and attach CUNY Non-Employee
Travel Reimbursement Form) \$ _____

TOTAL: \$ _____

V. PAYEE CERTIFICATION:

I certify that the above-listed services have been performed and that the reimbursement claimed is a true and accurate representation. I further certify that I have not been on the New York State or a CUNY or SUNY payroll during the last two years.

Print Name

Signature

Date

VI. UNIVERSITY/COLLEGE DEPARTMENT AUTHORIZATION:

I certify that the above-listed services have been performed, that the reimbursement claimed is true and accurate, and that the charges are authorized against the account number listed above.

Print Name

Signature

Date