**UNIVERSITY OF NEBRASKA–OMAHA SPEAKER CONTRACT**

This **SPEAKER CONTRACT** for the personal services of an individual to speak at the event to be described below, is made between the Board of Regents of the University of Nebraska, a public body corporate, for and on behalf of the University of Nebraska at Omaha (hereinafter called the “University”) and the undersigned speaker, (hereinafter called the “Speaker”), for the personal services of the Speaker.

1. **EVENT DESCRIPTION**:

Date(s) Time(s)

Event Location:

1. **SPEAKER NAME**:

Social Security Number (Required): Permanent Address: (Street Address)

(City, State Zip Code+4)

If Speaker is represented by an Agent and payment is to be made to Speaker’s Agent, the following information must be supplied:

AGENT NAME

FEIN Number (required)

Permanent Address: (Street Address)

(City, State Zip Code+4)

1. **UNIVERSITY CONTACT**: (Name)

(Department)

(Campus Address)

(Phone/FAX)

(EMAIL)

1. **COMPENSATION** is: Fee/Honorarium Lodging Meals

Transportation Other

**TOTAL COMPENSATION** $

State ADVANCE DEPOSIT amount if it is required by Speaker: $

1. **PAYMENT**: All payments will be in form of a check or ACH issued by the State of Nebraska and will be payable to SPEAKER OR AGENT as indicated in Number 2 above.
2. **INDEPENDENT CONTRACTOR**:

The Speaker, its officers, agents and employees (if applicable), in the performance of this Speaker Contract shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the University. The Speaker agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the University. As such, the parties will each be responsible for their own acts of negligence as determined by law.

1. **LIABILITY**:
   1. The University is self-insured for liability protection. Such protection applies to the University and their employees only. Speaker and all other individuals and organizations must provide their own liability coverage.
   2. Speaker agrees to hold the University harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Speaker arising out of or in connection with this Agreement.
2. **DISPUTES**:
   1. This Speaker Contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Nebraska.
   2. This Speaker Contract, and the terms and conditions contained herein, may be enforced by the University and by each Speaker who is a party to this Speaker Contract, or who has, in fact, performed the engagement contracted for, and by the agent(s) of each Speaker.
3. **CANCELLATIONS**:
   1. Either party may cancel this Speaker Contract without obligation to the other if cancellation notice is received in written form at least 30 days before appearance date.
   2. Speaker agrees to furnish payment to the University for actual appearance preparation costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after billing.
   3. If, due to illness, accident, or other causes legally known as Acts of God, Speaker is forced to cancel a Speaker Contract, neither party, nor any representative shall be liable for any payment.

10.**MISCELLANEOUS**:

1. No speech shall be recorded, reproduced, or transmitted from the place of speech, in any manner or by any means whatsoever, unless there is a specific written amendment to this Speaker Contract, initialed by the Speaker, relating to and permitting such recording, reproduction, or transmission. The University will make a reasonable effort to prevent individuals from doing so.
2. The Speaker is solely responsible for payment of royalty fees, and/or dramatic rights and dramatic musical works and/or performance fees, fees required by unions and similar organizations, and similar costs. The Speaker shall indemnify the University against any liability or damages, including attorney fees, which may arise as a result of violation by Speaker of copyright laws.
3. Sale of any souvenir items or programs by Speaker shall only be permitted upon specific written amendment to this Speaker Contract with University 30 days prior to date of engagement, and then subject to the terms listed.
4. Details and manner of speech are under the control of the Speaker. However, University has the right to direct Speaker to discontinue any activity constituting violation of University policy, as well as any federal, state, or local laws.
5. Anticipated starting times specified in the Speaker Contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence, Speaker is required to be at place of performance a sufficient period of time prior to schedule time of commencement so as to permit timely presentations.
6. **Nebraska Taxpayer Transparency Act**. Pursuant to Nebraska’s Taxpayer Transparency Act (Neb. Rev. Stat. §84-712.01, et seq., as may be amended), as of January 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is the basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract.  Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at [www.nebraskaspending.gov](http://www.nebraskaspending.gov).  It shall be the sole responsibility of the Hotel to notify the Group of any requested redactions to such contracts and documents under Neb. Rev. Stat. §84-712.05(3) at the time of execution.
7. **ENTIRE AGREEMENT AND NOTICE**:
   1. This Speaker Contract and Purchase Order (if applicable) constitutes the entire agreement between the parties.
   2. Any requirements that University comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by University, in writing by the persons listed below, in advance of the Speaker Contract execution or are made part of this Speaker Contract prior to the signing of the Speaker Contract by the University.
   3. This Agreement may be modified or amended in writing signed by authorized signatories of the Contractor and University.
8. **EXECUTED CONTRACT SIGNATURE**:

This Speaker Contract shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties. The undersigned represents that he/she is a representative authorized to sign on behalf of the Speaker and to enter into this Speaker Contract.

The parties have agreed to and executed this Speaker Contract as of the dates indicated below:

**ACCEPTED BY: ACCEPTED BY:**

**THE BOARD OF REGENTS OF THE SPEAKER NAME** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**UNIVERSITY OF NEBRASKA, d/b/a** (Please Print)

**THE UNIVERSITY OF NEBRASKA AT**

**OMAHA**

By: Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: AGENT’S Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(If Applicable) (Please Print)

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

Agent’s Title:

(Please Print)

Recommended by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please print)

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_