

**TRINITY UNIVERSITY  
SPEAKING SERVICES AGREEMENT**

THIS SPEAKING SERVICES AGREEMENT (this “Agreement”) is entered into effective as of \_\_\_\_\_, by and between Trinity University (the “University”) and \_\_\_\_\_ (the “SPEAKER”).

WHEREAS, the UNIVERSITY anticipates that the services of the SPEAKER will be necessary and desirable; and

WHEREAS, the SPEAKER desires to enter into an agreement with the UNIVERSITY to provide services as described under this Agreement;

NOW THEREFORE, it is agreed as follows:

**1. APPOINTMENT AND RELATIONSHIP OF PARTIES**

- 1.1 Independent Contractor Status. It is the express intention of the parties that the relationship between the SPEAKER and the UNIVERSITY under this Agreement will be construed and deemed to be that of an independent contractor.
- 1.2 Liability for Obligations and Taxes. SPEAKER shall be liable for their own debts, obligations, acts or omissions, including but not limited to the payment of social security taxes, federal, state and city income taxes, workers’ compensation insurance, public liability insurance, and all other required taxes and insurance applicable under existing laws.

**2. SPEAKING SERVICES AND COMPENSATION**

- 2.1 Speaking Services. The parties acknowledge and agree that the speaking services that are the subject of this Agreement shall consist of the following (the “Speaking Services”):

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- 2.2 Venue of Speaking Services. The parties acknowledge and agree that the Speaking Services shall be performed at Trinity University (the “Venue”).

2.3 Timing and Compensation. The SPEAKER shall be prepared to perform the Speaking Services at the Venue at \_\_\_\_\_ on \_\_\_\_\_ and will speak through \_\_\_\_\_, at a flat rate of \_\_\_\_\_(the

“Compensation”). The Compensation shall be paid by the UNIVERSITY to the SPEAKER. The Compensation shall be paid by the UNIVERSITY to the SPEAKER:

- \_\_\_ No later than \_\_\_\_\_ days after the conclusion of services or
- \_\_\_ At the conclusion of services

- 2.4 Tax Exempt Status. Trinity is exempt from Texas Sales & Use Tax for the contracted services in accordance with Section 151.310, *Texas Tax Code*, and Title 34 *Texas Administrative Code* (“TAC”) Section 3.322.
- 2.5 Filming on Campus. SPEAKER agrees to use any video footage taken on campus only for the purpose(s) intended for this event and should refrain from using video footage of Trinity students or staff without their express permission. SPEAKER agrees that Trinity reserves the right to approve content and use. SPEAKER further agrees that Trinity, in its sole discretion, may instruct SPEAKER to stop recording and/or revoke consent if the content may have a negative impact on Trinity in Trinity’s sole opinion.
- 2.6 Compliance with Law. In connection with the performance of the Speaking Services, both parties agree to comply with applicable federal and state laws, including but not limited to laws governing taxation, employment, wages and hours, workplace safety, workers’ compensation, non-discrimination and civil rights.
- 2.7 Compliance with University Policies. SPEAKER and its suppliers, officers, agents, guests, affiliates, or contractors shall at all times comply with all policies, rules and written or unwritten directives of the UNIVERSITY, including but not limited to Alcohol, Drugs, Weapons, Tobacco-Free, and Sexual Misconduct. UNIVERSITY policies may be found at <https://inside.trinity.edu/policies>.
- 2.8 Federal Contractor. If applicable, the parties to this Agreement will abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. If applicable, the parties to this Agreement will abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified protected individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. The parties hereto incorporate the requirements of 41 CFR 60-1.4(a)(7), 60-300.5(d) and 60-741.5(d), and 29 CFR Part 471, Appendix A to Subpart A, if applicable.
- 2.9 No Waiver. Any failure or delay in the enforcement of the rights detailed in this Agreement by CONSULTANT or the UNIVERSITY shall not constitute a waiver of those rights or be deemed a basis for estoppel. CONSULTANT and the UNIVERSITY may exercise their rights under this Agreement despite the delay or failure to enforce the rights.

2.10 Entire Agreement. This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties. In the event of a conflict between the terms of the Agreement and any other Exhibits, Attachments, Schedules, Amendments, etc. the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, The parties hereby acknowledge and agree that each has read, understood and agrees to each of the terms of this Agreement as set forth above.

SPEAKER Signature required prior to submission for TU signature.

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

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

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

TRINITY UNIVERSITY

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

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

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

**Note: Fully executed agreements are required for payment.** Contracting authority for Trinity University is limited. All contract agreements must be signed by an Authorized Representative or a Designated Authorized Signator of Trinity University. To view the list of Designated Authorized Signators please see:

<https://drive.google.com/file/d/0B8030oGUHUpSUXFWNIBvNEVwVVU/view>

Department Contact: \_\_\_\_\_ Date: \_\_\_\_\_