

Speaker Agreement

This Agreement is entered into as of _____ between the _____ through the _____ of _____ ("University") and _____ ("Speaker").

In consideration of the mutual promises and agreements of the Parties hereto, as hereinafter set forth, it is agreed as follows:

Speaker: _____

Title of Presentation: _____

Date(s): _____

Time(s): _____

Location(s): _____

Additional Terms: _____

Compensation (fees/honoraria): _____

Other Expenses (receipts required): _____

Any terms unfilled may be cause for renegotiation or non-payment. Either party may terminate this Agreement with _____ days written notice. Speaker is an independent contractor and not an agent or employee of University.

Speaker agrees to indemnify and hold harmless University from any claim, damage, liability, injury, expense, or loss arising out of Speaker's performance under this Agreement.

ELIGIBILITY TO RECEIVE PAYMENT: In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Speaker certifies that it is not ineligible to receive this Agreement and payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment if this certification is or becomes inaccurate. Speaker acknowledges that, in accordance with Section 403.055 of the Texas Government Code, as applicable, if the Texas Comptroller of Public Accounts is currently prohibited from issuing a warrant to Speaker, Speaker agrees that payment under this Agreement will be applied to the debt or delinquent taxes owed to the State of Texas until the debt or delinquent taxes are paid in full.

ISSUING PAYMENT: University will issue payment to Speaker following Speaker’s performance of services and receipt of Speaker’s invoice and expense receipts (if any) and such payment shall not exceed the amount indicated in this Agreement. University shall pay Speaker using ACH direct deposit, unless Speaker does not have a US bank account, in which case other payment arrangements will be made.

AUDIT: Execution of this Agreement constitutes Speaker’s acceptance of the authority of University, the Texas State Auditor and/or their designated representative (collectively, “Auditor”) to conduct audits or investigations in connection with this Agreement. Speaker agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.

FOREIGN NATIONAL ADDENDUM REQUIRED: Speaker must check the appropriate box. The Speaker **IS NOT BOTH** an **individual** and a **Foreign National** (i.e., is not a U.S. Citizen or U.S. Resident Alien) or the Speaker **IS BOTH** an **individual** and a **Foreign National** . A Speaker who is **BOTH** an individual and a Foreign National must complete the Foreign National Information Addendum located on the University of Houston website (<http://www.uh.edu/legal-affairs/contract-administration/contract-documents/amendments-addenda/>) and submit it with this Agreement to the University. This information is required to ensure that the Speaker is eligible to receive payment and that the correct tax withholding, if any, is applied to that payment. The Foreign National Addendum must be submitted to the University at least three weeks before services will be performed under this Agreement. Speakers who are not Foreign Nationals are not required to attach the Foreign National Information Addendum to this Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION: This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Harris County, Texas. University and Speaker acknowledge that any dispute pertaining to this Agreement shall be governed by Texas Government Code Section 2260.

SPEAKER

Signature Date
Name: _____
Title: _____

Signature Date
Name: _____
Title: _____

Signature Date
Name: _____
Title: _____

Signature Date
Business: _____
Address: _____

Note: Modification of this Form requires OGC Approval