**Guest Lecturer Agreement**

This Agreement is entered into by and between Texas Woman’s University System for and on behalf of Name of TWU Department/College/School/Program (“TWU”), and Name of Guest Lecturer (“Guest Lecturer”). TWU and Guest Lecturer shall be collectively referred to hereinafter as the “Party” or “Parties.”

1. **ENGAGEMENT:**

**Day/Date**: **Time**:

**Location**: Texas Woman’s University **Location**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Topic/or Course Number**: [detailed description of performance or activity] (the “Performance”)

**Faculty Member of Record:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **OBLIGATIONS OF GUEST LECTURER:**
2. Guest Lecturer will provide all technical requirements, plans, ideas and program content to TWU in advance for TWU approval and will notify TWU of any requested changes with reasonable notice. TWU retains sole control of the program format; however, Guest Lecturer is responsible for the means, manner and method by which the Performance is performed. Guest Lecturer will be present at the location of the engagement with sufficient time in advance of the Performance to complete technical arrangements and set-ups.
3. Guest Lecturer will conduct all activities on TWU premises in a manner that does not endanger any person lawfully thereon. Guest Lecturer further agrees to abide by all TWU, local and state regulations, laws, ordinances and policies applicable to the Performance including without limitation prohibitions related to tobacco use, alcohol and other drugs. In TWU’s sole discretion, if Guest Lecturer does not appear to be in suitable condition to perform, TWU may cancel this Agreement with no liability on the part of TWU.
4. Guest Lecturer agrees TWU does not permit solicitation of funds or contributions either directly or through the sale of materials unless prior written permission is obtained from TWU ten (10) days prior to the Performance and a solicitation permit is approved.
5. Guest Lecturer agrees that TWU is not subject to any agreements Guest Lecturer may have with sponsors or underwriters, and Guest Lecturer must notify TWU of any such encumbrances applicable to Guest Lecturer or the Performance for TWU approval in TWU’s sole discretion. Additionally, Guest Lecturer shall be solely responsible for compliance with any performance fees, rules, regulations or responsibilities required by any organization or any agreement to which Guest Lecturer may be bound, including any license or royalty agreements, or actors union or guild requirements applicable to Guest Lecturer and Guest Lecturer’s Performance.
6. Guest Lecturer grants TWU permission to use the name, photo and likeness of Guest Lecturer in all Performance event promotions. Guest Lecturer agrees not to make reference to TWU in any of its future promotional material without TWU’s prior written authorization, except as a professional reference.
7. It is specifically agreed that Guest Lecturer, in fulfilling the terms and conditions of this Agreement, is acting as an independent contractor and not as an agent or employee of TWU. As such, Guest Lecturer will be responsible for reporting or paying any taxes associated with the Performance. The Parties agree that the doctrine of “respondeat superior” will not apply.
8. Guest Lecturer represents and warrants that (a) Guest Lecturer has the full power and authority to enter into and fulfill its obligations under this Agreement; (b) Guest Lecturer has all intellectual property rights necessary to enter into and perform its obligations under this Agreement; (c) TWU shall have the right to receive the Performance and use the Recordings as described herein without any restriction or obligation to any other person or entity; and (d) Guest Lecturer has no actual or potential conflicts of interest in providing the Performance.
9. Guest Lecturer is responsible for any resulting claims arising out of the Performance, including without limitation, claims of breach of intellectual property laws, claims of defamation or slander, or any other claim which results from the Performance or the content thereof.
10. Guest Lecturer shall indemnify, defend, and hold harmless TWU and its regents, trustees, officers, faculty, students, employees, agents and their respective successors, heirs and assigns (the “Indemnitees”), against any liability damage, loss, or expense (including reasonable attorneys’ fees and expenses of litigation) incurred by or imposed upon any of the Indemnitees in connection with any claims, suits, actions, demands or judgments arising out of any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability, whether related to intellectual property rights or the lack thereof, and regardless of whether the action has any factual basis) concerning any aspect of the Performance, or with regard to any use of the Recordings transmitted to Guest Lecturer.
11. Guest Lecturer may not subcontract any portion of the Performance absent TWU’s written permission. Guest Lecturer must ensure that any TWU-approved subcontractor is bound by terms and conditions substantially similar to those in this Agreement.
12. Guest Lecturer acknowledges that pursuant to *Texas Education Code*, Section 44.034, Guest Speaker must notify TWU if Guest Lecturer, or an owner or operator of Guest Lecturer if Guest Lecturer is a business entity, has ever been convicted of a felony, with such notification to include a general description of the conduct that resulted in the felony conviction. Guest Lecturer will submit to a criminal background check if requested by TWU.
13. Guest Lecturer will obtain and maintain in force for the duration of this Agreement and any extensions thereof, at Guest Lecturer's sole expense, all insurance required by the laws of the State of Texas.
14. Guest Lecturer will not record the Performance, such restriction to include photographs, audio recordings and video recordings.
15. **OBLIGATIONS OF UNIVERSITY:**
	1. TWU will provide the facility for the engagement. Additional facilities and equipment may be provided as agreed in writing by TWU. TWU does not warrant the facilities in any way including without limitation fitness for any particular purpose.

* 1. TWU may photograph and may record the Performance in any manner, with such photos and any audio and video recordings (altogether the “Recordings”) being the sole property of TWU; however TWU will provide Guest Lecturer a digital copy of the Recordings at Guest Lecturer’s request for their own personal (non-commercial) use. Guest Lecturer hereby agrees that all rights in the Recordings shall irrevocably, exclusively, unconditionally, and perpetually belong to TWU and that such rights are freely assignable by TWU. The Recordings may be used by TWU directly or indirectly for any purpose, including without limitation advertising and promotional purposes, in any manner, and at any time TWU desires. Guest Lecturer agrees to release TWU and the Indemnitees from any and all claims, demands of causes of action for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the Recordings.
	2. Other than the compensation described in Section 4 for the completed Performance, the Parties are excused from performance under this contract if unable to meet the responsibilities of the Agreement because of any natural phenomenon, riots, epidemics, strikes, any act or order of public authority, or any other cause similar or dissimilar beyond the control of the Parties (a “Force Majeure Event”) for as long as the Force Majeure Event exists. In the event of a Force Majeure Event, TWU is not liable for any damage which Guest Lecturer, his/her employees, agents or representatives might suffer.
	3. TWU may charge attendees for admission at its sole option, and no additional compensation will be due to Guest Lecturer in the event TWU receives any revenue as a result of the Performance.
1. **COMPENSATION:**
	1. The total amount to be paid to Guest Lecturer under this Agreement shall not exceed: $ inclusive of all associated expenses including travel, food, and lodging. Guest Lecturer will be responsible for reporting or paying any taxes associated with the compensation as described herein. (In the event Guest Lecturer is not receiving compensation under this Agreement, Guest Lecturer hereby agrees that the Performance provides beneficial exposure for the Guest Lecturer, which is good and valuable consideration for this Agreement.)
	2. No deposits or advance payments can be made prior to the engagement due to restrictions on the expenditure of TWU funds. Payment shall be made in accordance with Texas Government Code Chapter 2251. Additionally, the parties agree that TWU may be dependent upon the appropriation of funds by the Texas State Legislature. As such, if the Legislature fails to appropriate the necessary funds, TWU may provide written notice to Guest Lecturer and terminate this Agreement without further duty or obligation.
	3. Guest Lecturer agrees to submit to TWU a written invoice for payment before services are rendered or within ten (10) business days of completion of services.
	4. Pursuant Texas Education Code Section 51.9335(c), acceptance of funds under this Agreement subjects Guest Lecturer to the authority of the Texas State Auditor’s Office to conduct an audit or investigation in connection with the compensation provided to Guest Lecturer under this Agreement.
	5. The Guest Lecturer certifies that upon the date Guest Lecturer executes this Agreement, the Guest Speaker is not delinquent in payment of any State of Taxes corporate franchise taxes.
2. **GENERAL PROVISIONS:**
	1. Either Party can terminate this Agreement in writing at any time with a ten (10) day notice. In the event of termination by TWU under this section, TWU shall only be liable for payment of services and expenses reasonably incurred by Guest Lecturer prior to termination, up to but not in excess of the amount in Section 4(a) herein. In the event of termination by Guest Lecturer, TWU will not owe any compensation to Guest Lecturer.
	2. This Agreement shall be governed and interpreted under the laws of the State of Texas and venue in any action brought hereunder shall be in Denton County, Texas.
	3. All applicable laws, regulations, and TWU policies and procedures relative to conduct on TWU premises shall govern the services provided under this Agreement.
	4. Under Section 231.006 of the *Family Code*, and under Section 2155.004, *Government Code*, Guest Lecturer certifies that the individual or business entity name in in this Agreement is not ineligible to receive payments under this Agreement and that this Agreement may be terminated and payment may be withheld if this certificate is inaccurate.
	5. The Parties agree that the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Parties for any disputes arising regarding the Agreement or the Performance. Guest Lecturer shall submit any relevant notice of a claim to the Vice President for Finance and Administration of TWU. The parties agree that (a) neither the execution of the Agreement by TWU nor any other conduct, action or inaction of any representative of TWU relating to the Agreement constitutes or is intended to constitute a waiver of TWU’s or the state’s sovereign immunity to suit; and (b) TWU has not waived its right to seek redress in the courts.
	6. This Agreement and any written modifications of it constitute the sole agreement of the Parties. Any oral agreements or understandings in conflict with this Agreement shall be void. Any and all modifications of this Agreement shall be in writing hereon or attached hereto and signed by all Parties.
	7. The Parties recognize that this Agreement and the obligations thereunder may not be assigned or delegated without written consent of the other Party, except as expressly allowed by this Agreement.
	8. This Agreement does not confer any benefits on any third party unless it expressly stated herein.
	9. The Parties understand that TWU is subject to the Public Information Act, Chapter 552, *Texas Government Code* (the “TPIA”). The Parties also agree that no information contained in this Agreement or any attachments or exhibits thereto is confidential, and that TWU is not required to notify Guest Lecturer in the event of any TPIA request therefor.
	10. TWU does not maintain any type of insurance for the benefit of Guest Lecturer.
	11. Nothing in this Agreement shall be construed to be a waiver of any of the immunities and defenses to which TWU is entitled as a public agency of the State of Texas.
	12. The Parties acknowledge that this Agreement may be subject to, and Guest Lecturer will comply with the applicable provisions of, the Texas Constitution, Section 6, Article VIII; Texas Government Code Chapters 2161, 2251, 2252 and 2270; Texas Government Code Section 2157.005, and Texas Family Code Section 231.006(d), which are all incorporated in this Agreement by reference for all applicable purposes. In the event there is a conflict between this Section and any other terms or conditions in this Agreement, this section will control.

The person signing below on behalf of TWU and the Guest Lecturer warrants that he/she has the authority to execute this Agreement according to its terms.

**TEXAS WOMAN’S UNIVERSITY SYSTEM**

By:

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

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

**GUEST LECTURER**

By:

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