**OFF-CAMPUS SPEAKING ENGAGEMENT AGREEMENT**

**BETWEEN**

**CONTRACTOR**

**AND**

**MIDDLE TENNESSEE STATE UNIVERSITY**

This Off-Campus Speaking Engagement Agreement (“Agreement”) is entered into and effective as of the date of the final signature below by and between Middle Tennessee State University (“Institution”) and [Insert Name of Speaker] (“Contractor”). The Institution and the Contractor may be referred to individually as a “party” and collectively as the “parties.”

**W I T N E S S E T H:**

**WHEREAS** the Institution desires to engage, and the Contractor agrees to provide professional speaking services, the parties hereby agree to the terms and conditions set forth herein.

1. Contractor Definition & Signatory Authority. The term “Contractor” means the party executing this Agreement and the Speaker who will perform the event covered hereby. If the undersigned is an agent acting on behalf of the Contractor, they warrant that they have full authority to execute this Agreement on the Contractor’s behalf and that the Contractor has agreed to be bound by its terms and conditions.
2. Scope of Services. The Contractor agrees to provide professional speaking services for the benefit of Institution as detailed below.
	1. Event Name/Title: [Insert official name of the event or N/A].
	2. Date of Event: [Insert date].
	3. Location/Venue: [Insert full name and address of the venue, including any room or auditorium name, if applicable].
	4. Presentation Start Time: [Insert start time].
	5. Presentation End Time: [Insert end time].
	6. Expected Audience Size (estimated): [Insert estimate, if relevant].
	7. Other Agreed Upon Services or Activities: [Insert any additional duties such as panel participation, classroom visit, Q&A, book signing, or N/A].
	8. Presentation Topic or Title: [Insert topic or N/A].
	9. Format: [e.g., keynote, panelist, lecture, or N/A].
	10. AV/Technical Requirements: [Insert needs or N/A].
	11. Content Review: Contractor agrees to coordinate with the Institution in advance regarding the general content of the presentation, if requested.
	12. Recording/Streaming: [Insert “Institution may record and/or livestream the presentation with Contractor’s prior written consent” or “N/A”]. Institution shall not be responsible for the unauthorized recording/streaming of this event by any person whom Institution is not legally responsible for pursuant to Tennessee law.
3. Payment Terms. The Institution shall pay the Contractor [insert amount] (“Service Fee”) following complete performance of all services outlined herein. No deposit or advance payment shall be made under this Agreement. The Service Fee is all-inclusive and covers all expenses incurred by the Contractor in connection with this Agreement, including, but not limited to, travel, accommodations, meals, and other ancillary costs. No additional reimbursements or charges shall apply. The Institution shall not be required to pay any taxes from which it is exempt pursuant to law as a public university. A tax exemption certificate will be provided upon request. Payment shall be initiated by the Institution after confirming full performance of all services as outlined in this Agreement. The Contractor agrees to promptly respond to any reasonable requests from the Institution for information necessary to complete or process the applicable payment documentation. The Institution shall not be liable for any delay in payment resulting from the Contractor’s failure to provide such requested information in a timely manner.
4. Compliance for Non-Resident Alien Contractors. If the Contractor is a non-resident alien, payment will not be processed by the Institution until the Contractor has completed and submitted the Institution’s Foreign National Information Form, along with the appropriate documents, including the Internal Revenue Service (“IRS”) Form W-8BEN.
5. Maximum Financial Obligation. The Institution’s maximum financial obligation (“MFO”) is limited to the Service Fee. This provision establishes the maximum amount the Institution will be required to pay under this Agreement and serves as a limitation of the Institution’s financial liability. Any increase in this maximum financial obligation shall only occur through a written amendment executed by authorized representatives of both parties.
6. Required Approval. The Institution is not bound by this Agreement until it is executed by its authorized official(s). The person signing on behalf of the Contractor represents that they are authorized to enter into this Agreement on behalf of the Contractor named in the Agreement. The parties agree that the Agreement may be executed in counterparts, executed electronically, and transmitted electronically.
7. Term. This Agreement shall commence on the date of execution by both parties (“Effective Date”) and shall remain in effect until completion of the Event scheduled under this Agreement, including any necessary post-event obligations, unless earlier terminated in accordance with the terms of this Agreement.
8. Governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law provisions.
9. Liability of the Institution. The Institution shall have no liability except as specifically provided in this Agreement. The Contractor acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
10. Hold Harmless. The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, employees, and affiliates, from and against any and all claims, liabilities, losses, damages, costs, and causes of action which may arise, accrue, or result to any person (including Institution), firm, corporation or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, subcontractors, or any person acting for or on its or their behalf relating to this Agreement. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Institution in the event such service is necessitated to enforce the terms of this Agreement or otherwise enforce the obligations of the Contractor to the Institution. In the event of any such suit or claim, the Institution shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor’s own defense thereof and shall provide all assistance required by the Institution in the Institution’s defense. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the Institution in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.
11. Warranties. Contractor warrants and represents that Contractor has the full power and authority to enter into this Agreement and to participate in the Event and that any presentation Contractor makes during the Event shall be original or properly licensed and will not infringe any copyright, invade any right of privacy, contain any libelous or otherwise unlawful material, or infringe or violate any other personal, property or proprietary right of any person or entity.
12. Termination for Convenience. Either party may terminate this Agreement, without cause and for any reason, by providing the other party with at least thirty (30) days’ advance written notice in accordance with the notice provision herein. Termination under this Section shall not be deemed a breach of contract by either party.

In the event of such termination, the Contractor shall be entitled to receive compensation for satisfactory, authorized services completed as of the effective termination date. In no event shall the Institution be liable to the Contractor for compensation for services not rendered or for any general, special, incidental, consequential, or other damages of any kind arising solely from such termination.

1. Force Majeure. If a party’s performance is prevented, rendered impossible, or infeasible due to a Force Majeure Occurrence, including but not limited to Speaker illness (other than minor illness), Speaker serious injury, an Act of God, any act or regulation of a public authority or bureau, civil unrest, strike, epidemic, pandemic (e.g., if the Governor of Tennessee prohibits live in-person events), inclement weather severe enough to pose a threat to public safety as determined by local public authorities, interruptions or delays in transportation services, war conditions, emergencies, or any other cause beyond the reasonable control of the parties, the following procedures shall apply:
	1. Notification and Automatic Termination. If a Force Majeure Occurrence prevents, renders impossible, or makes performance infeasible, the affected party shall notify the other party as soon as reasonably possible in accordance with the notice provision herein. Upon compliance with the notice provision herein, this Agreement shall be deemed immediately terminated, and no party shall have any further obligations (including Institution payment obligations) or liabilities under this Agreement.
2. Notice.
	1. For a notice or other communication under this Agreement to be valid (unless exempted from notice herein), it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, (3) by registered or certified mail, return receipt requested and postage prepaid, or (4) by electronic mail (email), with confirmation of receipt (such as a manual reply or read receipt).
	2. Subject to sub-section (d) below, a valid notice or other communication under this Agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
		1. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt;
		2. if it is sent by email, upon the sender receiving a reply email from the recipient acknowledging receipt, or, in the absence of such a reply, proof that the email was sent to the correct email address and not returned as undeliverable;
		3. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
	3. For a notice or other communication to a party under this Agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

Contractor: Notices to the Contractor shall be sent to the Contractor's last known email address or physical address as provided by the Contractor to the Institution at the time of contract execution or as later updated by written notice to the Institution.

Institution: Middle Tennessee State University

1301 E. Main St.,

Cope Admin. Bldg., Ste. 114

Murfreesboro, TN 37132

ATTN: Contract Office – Notice

E-mail: Sherry.Preston@mtsu.edu;

 with a copy to Sandra.Smith@mtsu.edu

* 1. If a notice or other communication addressed to a party is received after 4:30 p.m. CST on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 8:00 a.m. CST on the next business day.
1. Insurance.
	1. General Requirements**.** The Contractor shall maintain insurance as outlined in this Section. The Institution reserves the right to require additional coverage, limits, or endorsements. Failure to maintain or provide proof of required coverage constitutes a material breach. The Contractor must notify the Institution immediately upon any lapse or loss of coverage. Workers’ compensation coverage, or an approved self-insured equivalent, must be maintained in accordance with Tennessee law. All insurers must (i) be acceptable to the Institution; (ii) be authorized by the Tennessee Department of Commerce and Insurance; and (iii) carry a rating of A- / VII or better by A.M. Best. All coverage must be primary and noncontributory with any insurance or self-insurance maintained by the Institution. The Institution shall be named as an additional insured on all policies except workers’ compensation and professional liability. These requirements do not limit the Contractor’s liability under this Agreement.
	2. Coverage Limits**.** Coverage requirements may be met through a combination of underlying and umbrella policies. Where umbrella coverage is used, it must not have an aggregate limit for coverages like Auto Liability or Employer’s Liability, and must be accompanied by endorsements confirming it is primary and noncontributory if the Institution is an additional insured.
	3. Proof of Coverage**.** The Contractor shall provide a valid certificate of insurance (“COI”) on the standard ACORD form, listing insurer NAIC numbers and signed by an authorized representative. MTSU must be listed as certificate holder at 1301 East Main Street, Murfreesboro, TN 37132-0001 USA. The COI must be submitted at least ten (10) business days before the Effective Date and thirty (30) calendar days prior to any renewal. Subcontractors must also be insured or covered under the Contractor’s policies. Failure to provide proof of insurance is a material breach. If self-insured, the Contractor must provide a certificate of self-insurance or a signed letter detailing coverage, limits, and proof of funds. The Institution may request full policies and endorsements at any time.
	4. Claims Notice**.** The Institution shall provide written notice of any claim to the Contractor within thirty (30) calendar days of becoming aware of it. Delay in notice shall not relieve the Contractor of its obligations unless it can show actual prejudice. This clause does not authorize the Contractor or its insurer to represent the Institution in any matter, which is governed by Tenn. Code Ann. § 8-6-106.
	5. Minimum Coverage**.** The Contractor’s insurance obligations shall be the greater of: (i) the coverage and limits required under this Agreement; or (ii) any additional coverage actually maintained. Excess coverage applicable to a loss shall be available to the Institution. No representation is made that the minimum limits are sufficient to cover the Contractor’s full liability.
	6. Required Coverages**.**
		1. Commercial General Liability Insurance:
			1. Minimum of $1,000,000 per occurrence;
			2. Minimum of $3,000,000 general aggregate.
2. Sales and Use Tax. The Contractor certifies that the Contractor has either registered with the State of Tennessee’s Department of Revenue for or does not make sales of goods or services that are subject to the collection of Tennessee sales and use tax, as required by Tenn. Code Ann. § 12-3-306, and will provide proof of compliance upon request.
3. Audit. The Contractor shall maintain documentation for all charges against the Institution under the Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under the Agreement, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. Any financial statements required by the Agreement shall be prepared in accordance with generally accepted accounting principles.
4. Non-discrimination. The Contractor shall abide by all applicable Federal and State law pertaining to discrimination and hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of the Agreement or in the employment practices of the Contractor on the grounds of classifications protected by Federal or State law.
5. Conflict of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement. The Contractor acknowledges, understands, and agrees that this Agreement shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.
6. Compliance with Applicable Policies and Laws. The Contractor agrees to comply with all applicable federal, state, and local laws, as well as any Institution policies that are specifically identified and communicated as applicable to the Contractor’s participation in the Event. The Institution will provide the Contractor with access to any such policies. The Contractor shall be responsible for reviewing and adhering to those policies to the extent they apply to the Contractor’s conduct or responsibilities under this Agreement.
7. Illegal Immigrants. Tenn. Code Ann. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the Agreement and by signing the Agreement, the Contractor attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of illegal immigrants in the performance of the Agreement and will not knowingly utilize the services of any subcontractor, if permitted under the Agreement, who will utilize the services of illegal immigrants in the performance of the Agreement.
8. Iran Divestment Act. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief the Contractor is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. The Contractor further certifies that it shall not utilize any subcontractor that is on the list created pursuant to Tenn. Code Ann. § 12-12-106.
9. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
	1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
	2. have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
	3. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in subsection (b) of this certification; and
	4. have not within a three (3) year period preceding this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default.
10. Entire Agreement and Additional Terms. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements, negotiations, representations, and understandings, whether oral or written. The Institution shall only be bound by any terms, provisions, or requirements set forth in any agreements, riders, addenda, or other documents provided by the Contractor if such terms are expressly disclosed to, reviewed, and agreed to in writing by the Institution prior to the execution of this Agreement. Any such terms must be incorporated into this Agreement in writing and signed by the Institution to be enforceable. No modification, amendment, or waiver of any provision of this Agreement shall be valid unless made in writing and signed by both parties. In the event that the Contractor maintains terms and conditions on its website, software, invoices, or any other external document, such terms shall not apply to the Institution unless expressly incorporated into this Agreement. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

**CONTRACTOR**

Signature:

Printed Name:

Title:

Date:

**INSTITUTION**

Signature:

Printed Name: For Alan R. Thomas

Title: VP, Business & Finance

Date: