 

Speaker Engagement Letter

[*Date*]

[*Speaker* *Name*]

*[Payee Name (if different)]*

[*Address*]

[*email*]

[*phone*]

Dear [*Speaker*]:

We are delighted that you have agreed to speak at the University of Vermont (“UVM”). This Letter confirms the details of your presentation, as follows:

# Presentation Details

Title:

Date(s):

Time (start and end):

Venue:

Platform: Check boxes that apply and provide further details (such as *Live or Recorded, Microsoft Teams or Zoom, etc.)* For hybrid check both boxes and provide details for each:

[ ]  In-person: [details]

[ ]  Virtual: [details]

Technical/Equipment requirements: *[Describe: Plan for live captioning of engagement by CART provider (as necessary); Plan for UVM and Speaker to coordinate and confirm all technical aspects are in working order in advance of presentation; other details, including plans for recording and deadlines]*

Other relevant details:

*FOR SPEAKER* ***\****

[ ]  Check this box to acknowledge receipt and review of UVM’s Free Expression; Campus Speakers; Response to Disruption Policy which can be found at: <https://www.uvm.edu/sites/default/files/UVM-Policies/policies/freeexpression.pdf>. ***\* (Response required)***

[ ]  Check this box if *at the time of your presentation* you will be located outside of the U.S.

# Terms of Payment

 (a) Honorarium (or Speaker Fee, as applicable): $ \_\_\_\_\_\_. Please submit your completed W-9 (or W-8BEN). If you are a Foreign National, you are eligible for payment *only* if you qualify. You will be provided with additional documentation in order to make that determination. Payment is contingent upon submission of all required forms. If all required forms are submitted *in advance* of the event, payment can then be made within ten (10) business days after the event.

 (b) Expenses:

[*Checked by UVM Department as appropriate*]:

 Travel: [ ]  N/A [ ]  UVM-provided [ ]  Speaker –reimbursed

 [*details*]:

 Meals [ ]  N/A [ ]  UVM-provided [ ]  Speaker –reimbursed

 [*details*]:

 Lodging: [ ]  N/A [ ]  UVM-provided [ ]  Speaker –reimbursed

 [*details*]:

 Other: [ ]  N/A [ ]  UVM-provided [ ]  Speaker –reimbursed

 [*details*]:

Car Rental: [ ]  N/A Not available. [ ]  Speaker –reimbursed

 [*details*]:

Travel/Meals/Lodging will be (i) reimbursed to you as accompanied by itemized receipts; *or* (ii) provided by UVM (both in accordance with UVM travel policy found at: <http://www.uvm.edu/policies/travel/travel.pdf> )

# Recording of Presentation

Presentations will either be pre-recorded or presented live. If there is particular content of your presentation that cannot be video recorded or live video broadcasted for copyright or other reasons, please let the UVM event organizer know in advance. In these instances, these portion(s) of the presentation will be audio broadcasted/recorded only.

Speakers hereby consent, license and authorize UVM to make use of video records, presentation materials, photos and voice records from the presentation. Photos, webinar materials and audio/video recordings created by UVM remain UVM’s exclusive property. Photos, webinar materials and audio/video recordings created by Speaker remain Speaker’s exclusive property, with a grant of a nonexclusive, perpetual license for UVM to use for educational and/or marketing purposes. Photos and video/audio recordings may be used by UVM in its discretion, including but not limited to being archived, used in print materials, used in educational presentations and/or posted to the UVM website and/or social media.

Speakers waive all rights to any claims for payment or royalties in connection with any presentation of this recorded participation and/or appearance, regardless of whether such use is under philanthropic, commercial, educational, institution or private sponsorship.

# Accessibility

By entering into this engagement, you agree to make every reasonable effort to create a presentation that is fully accessible to individuals with disabilities. Upon request from UVM, you shall modify your presentation, provide materials and adjust formatting, as needed, in order to assure the accessibility of UVM’s programming.

If this is a live event, UVM may require live captioning by a CART provider to ensure accessibility to attendees. In that situation, the CART provider will be paid by UVM, and you agree to assist in setting up the CART provider prior to the presentation.

Additionally, please describe below accommodation requests you have for yourself, if any, in order to carry out your obligations under this Letter:

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

# Independent Contractor Relationship

Your relationship with UVM is that of an independent contractor, and nothing in this Letter is intended to create a partnership, agency, joint venture or employment relationship. You are not authorized to make any representation on behalf of UVM unless specifically authorized in writing to do so by UVM.

# Cancellation

1. If you cancel the event, best efforts must be made to notify UVM as soon as possible. Should you cancel, you may be required to reimburse UVM for any pre-paid airline tickets, and/or cancel with the airline directly. If you do not present as scheduled, UVM will not be responsible for honoraria, costs or damages.
2. UVM reserves the right to cancel the event if, in its sole discretion, it is no longer in UVM’s best interest to host. Upon notice of cancellation for convenience, UVM will reimburse you for reasonable, necessary and documented non-refundable expenses incurred prior to notice, so long as you have made best efforts to mitigate costs.
3. Force Majeure. Neither party shall be liable for delays or any failure to perform due to causes beyond its control, including but not limited to acts of God, storm, fire, flood, earthquake, damage or destruction to facilities, health and/or public safety hazards, disease (including but not limited to any declared or undeclared quarantine, outbreak, epidemic or pandemic), travel or other restrictions (or restrictions based on UVM protocol, directive or policy), labor disturbance, war, civil commotion, shortage or unavailability of labor, governmental law, ordinance, order or regulation, or for any other cause pursuant to UVM policy. If this Letter is cancelled pursuant to this Force Majeure provision, all payments made by UVM to you shall be refunded, minus reasonable, necessary and documented non-refundable expenses incurred prior to cancellation, so long as you have made best efforts to mitigate costs. The party invoking this Force Majeure provision may cancel this Letter upon providing written notice (or other reasonable method under the circumstances) to the other party as soon as reasonably practicable.

# Entire Agreement

This Engagement Letter constitutes the entire understanding between you and UVM relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements between us. This Engagement Letter may only be modified by mutual agreement in writing.

8. Counterparts and Electronic Signature

This Engagement Letter may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document. The parties agree an electronic signature shall be considered an original, including when transmitted as a “pdf” file.

Please confirm the accuracy of the information above by signing and return-emailing a scanned pdf to: [*Dept. host/contact email*]

If you should have any questions, or would like to discuss your presentation further, please do not hesitate to contact me. Thank you again for agreeing to speak at UVM. We are looking forward to your presentation.

Sincerely,

*[Department host/contact name]*

*[signature block with phone and email]*

For Payee-Authorized Signatory:

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

Name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

For UVM-Authorized Signatory:

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

Name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Purchasing and Contract Specialist