

**AGREEMENT FOR PERFORMANCE EVENT/SPEAKER
BY AND BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
ON BEHALF OF
ALBANY STATE UNIVERSITY
AND**

This AGREEMENT FOR PERFORMANCE EVENT/SPEAKER (“AGREEMENT”) is entered into between _____ (“PERFORMER”) and the Board of Regents of the University System of Georgia by and on behalf of Albany State University (“UNIVERSITY”). UNIVERSITY will perform all obligations of the Board of Regents of the University System of Georgia under this AGREEMENT and becomes effective on the date is fully-executed by all parties.

WHEREAS, PERFORMER possesses certain knowledge, skill, ability and expertise to perform certain functions and services; and

WHEREAS, PERFORMER has proposed to perform certain services for the UNIVERSITY; and

WHEREAS, the UNIVERSITY desires to have the PERFORMER perform such services;

1. **Purpose:** UNIVERSITY hereby engages PERFORMER to provide the following service:

2. **Location:** PERFORMER will provide service at the following location:

3. **Date and Time:** PERFORMER will provide service on the following date(s) and time(s):

4. University Requesting Official

- a. The University Requesting Official for this event is:
ASU contact name: _____
Title: _____
Department: _____
Phone number: _____
E-mail: _____

5. Compensation

- a. PERFORMER’s Fee. In exchange for service, UNIVERSITY agrees to pay PERFORMER a fee of \$_____ (“FEE”); payables for normal operating expenditures should be recognized when the goods and services have been received or rendered.
- b. Payment will be made upon receipt and acceptance of detailed invoices. Invoices may be submitted monthly based on percent completion. The invoice must show the PERFORMER’s Social Security number or Federal Identification Number in accordance with requirements of the Internal Revenue Service. Applicable reporting requirements must be met before payment will be made.
- c. The invoice and any supporting documentation shall be submitted to:

- d. A completed/signed USG Supplier Authorization Form and IRS Tax Form W9 must be submitted with this signed contract/agreement to receive payment for services.
- e. Travel will will not be reimbursed. If reimbursed, PERFORMER agrees to provide acceptable supporting documentation to the University for any approved travel expenses which comply with Board of Regents Travel Guidelines. The Board of Regents Travel Guidelines can be found at www.usg.edu/business_procedures_manual/section4/

6. Technical Requirements. UNIVERSITY agrees to supply the following technical equipment for PERFORMER to use in conjunction with service (attach as Exhibit if necessary; Note that the University Requesting Official named in section 4 is responsible for the coordination of all technical equipment with ITS, Facilities, and/or any other department(s) necessary for the execution of this agreement):

7. Recording. UNIVERSITY shall have the right and royalty-free license to simulcast or to produce and show a delayed broadcast, of the PERFORMER’s presentation to the university community or to the public generally, through closed circuit or public television/radio, or commercial cable television. This license shall be non-exclusive and the copyright shall remain with the speaker (check one option):

UNIVERSITY MAY record the SERVICE to be maintained by the University library for the use and benefit of its patrons

UNIVERSITY MAY NOT record the SERVICE to be maintained by the university library for the use and benefit of its patrons

- 8. Termination.** Either party may terminate this AGREEMENT for any reason upon not less than thirty (30) days prior with written notice to the other party. If this AGREEMENT is cancelled by the PERFORMER within thirty (30) days prior to the scheduled date of service, the PERFORMER shall reimburse UNIVERSITY for all production, advertising, promotion, and labor costs associated with the service incurred up to the date of cancellation.
- 9. Non-Assignment.** PERFORMER shall not assign or subcontract any of its obligations under this contract without the advance written consent of UNIVERSITY. Any unauthorized assignment shall be void. UNIVERSITY shall have the right, but not the obligation to terminate this contract, without waiver of any other right or remedy, upon notice of PERFORMER's assignment in violation of this section.
- 10. Force Majeure.** Neither party shall be in default under the AGREEMENT if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the PERFORMER. All parties agree that this clause shall serve to suspend, but not excuse, all parties from the service of their obligations pursuant to this AGREEMENT, and that full performance shall occur as soon as practicable after the force majeure circumstance is no longer present. All parties hereby waive claim for damages or compensation for such delay. If UNIVERSITY cancels within thirty (30) days of event other than force majeure, UNIVERSITY agrees to reimburse PERFORMER for actual costs incurred. PERFORMER agrees to use reasonable efforts to mitigate said costs.
- 11. Compliance with Law; Permits and Licenses.** PERFORMER shall comply with all applicable laws, ordinances, and regulations, and with the rules, policies, and regulations of UNIVERSITY. PERFORMER shall obtain, at its own expense and maintain at all times, any permits or licenses required to render service.
- 12. Copyrighted Material.** PERFORMER warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives, and the PERFORMER further warrants that it has paid any and all royalty fees arising from the use of copyrighted material in the service of this AGREEMENT.
- 13. Indemnification of University.** PERFORMER agrees to release, hold harmless, and indemnify UNIVERSITY, its agents, and representatives from any and all claims, demands, actions, damages, liability, costs and expenses of any kind arising out of the subject matter of the AGREEMENT to the extent such lawsuits, claims, demands, actions, damages, liability, costs and expenses arise as a direct result of the SPEAKER'S negligent acts, omission or breach of this AGREEMENT.
- 14. Governing Law.** The validity, construction, and effect of this AGREEMENT shall be governed by the laws of Georgia as if this AGREEMENT were signed and completely performed in Georgia, regardless of the place of performance. Any litigation between and/or among the parties to this contract shall be adjudicated in Georgia State and for that purpose each party expressly and irrevocably consents to jurisdiction and venue in the Superior Court of Fulton County, Georgia or the United States District Court for the Northern District of Georgia.
- 15. Performer Insurance.** If the UNIVERSITY deems it necessary, PERFORMER shall obtain and maintain such general liability, professional liability (including errors and omissions) and employee dishonesty insurance coverage or bonds in amounts and forms as standard and adequate for the scope of work under the PERFORMER's business or services. PERFORMER shall provide proof of such insurance of bond upon request and shall immediately give notice to the University in the event of any termination, cancellation, claim or material change in such insurance.

- 16. Merger.** These terms and conditions constitute the entire agreement and understanding of the parties with respect to this AGREEMENT and supersede all previous understandings and agreements between the parties, whether oral or written.
- 17. Relationship.** Neither the PERFORMER nor any of its agents, servants, or employees shall become or be deemed to become agents, servants, or employees of the State of Georgia, and in particular, the UNIVERSITY. The PERFORMER and all such agents, servants, and employees shall for all purposes be deemed to be independent contractors, and this AGREEMENT shall not be construed so as to create a partnership or joint venture between the Contractor and the State of Georgia or any of its agencies. Consequently, PERFORMER is responsible for all applicable federal and state regulations relating to income tax, social security, workers' compensation and unemployment insurance.
- 18. Severability.** If any term, provision, covenant, or restriction of this AGREEMENT is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 19. Waiver.** Any failure by UNIVERSITY at any time, or from time to time, to enforce or require the strict keeping and performance by PERFORMER of any of the terms or conditions of this order shall not constitute a waiver by UNIVERSITY of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of UNIVERSITY at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.
- 20. Open Records Act.** The parties acknowledge that the laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 21. Assignment.** This AGREEMENT is not assigned in whole or in part by either Party without the prior written approval of the other Party.
- 22. Nondiscrimination.** PERFORMER shall comply with the University System of Georgia Board of Regents' Ethics Policy. The UNIVERSITY prohibits any form of discrimination, harassment or retaliation against or by any member of the faculty, staff, administration, student body, volunteers, or visitors based upon race, color, religion, sex, national origin, age, whistle-blower status, disability, gender identity or expression, genetics, or any other characteristic protected by state or federal law. Further, PERFORMER will be required to know and adhere to the University's Sexual Misconduct Policy.
- 23. Compliance with Applicable Laws and Regulations.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. This AGREEMENT shall not be assigned by PERFORMER without prior approval in writing by UNIVERSITY.
- 24. Trademarks and Logos.** Both parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark, or log of the other party without first obtaining prior written approval from the other party.
- 25. Headings.** This paragraph headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provisions hereof.
- 26. Contract Certification.** PERFORMER certifies that PERFORMER is not currently engaged in, and agrees for the duration of this AGREEMENT not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

- 27. Additional Provisions.** Any additional provisions to this AGREEMENT are set forth in Attachment A, which if attached and initialed by the parties, is hereby incorporated by reference.
- 28. Notices.** All notices under this AGREEMENT shall be deemed duly given, upon delivery, if delivered by hand, or three days after posting, if sent by Registered or Certified Mail, to a party hereto at the address set forth below or to such other address as a party may designate by notice pursuant hereto.
- 29. Entire Agreement.** This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.
- 30. Legal Authority.** The PERFORMER warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the PERFORMER to its terms. The person(s) executing this contract on behalf of the PERFORMER warrant(s) that such person(s) have full authorization to execute this contract.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed effective on the last date of the below signatures:

Albany State University:

Performer:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Attachment A

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