**Directions for Guest Speaker Template with Photo/Video License Addendum**

This version of the Guest Speaker Agreement includes an addendum giving UAB the right to record and photograph the guest speaker’s presentation for UAB’s use.

**Please ensure all of the following sections are completed**

1. **First Paragraph of the agreement**
	* Indicate the Contractor providing services
2. **Article I Statement of Services**
	* Department
	* Event Name
	* Date of the Event
	* Purpose of the Event
	* Department
	* Type of Event
3. **Article II Compensation and Payment**
	* Honorarium Amount
	* Travel information

If the Guest Speaker is an individual, a Personal Services Form (PSF) is required to be completed and approved. This agreement will not be routed for central review without a copy of the approved PSF.

Click [HERE](https://www.uab.edu/financialaffairs/forms/personal-services-form) to obtain the Personal Services Form.

**GUEST SPEAKER AGREEMENT**

This Agreement (“Agreement”) is by and between The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham, a constitutionally created public corporation of the State of Alabama (“University”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”), and is subject to the terms and conditions set forth herein below.

**ARTICLE I: STATEMENT OF SERVICES.** The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is holding its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, the purpose of which is to provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has invited Contractor to attend the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_ guest speaker because of \_\_\_\_\_\_ expertise in the field of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and Contactor will speak at this engagement (the “Speech”).

**ARTICLE II: COMPENSATION AND PAYMENT.** The University will pay the Contractor an honorarium of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (compensation) for the services rendered and shall not exceed said amount without written agreement of the parties. The Contractor shall be entitled to reimbursement of their reasonable round-trip travel expenses from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Reimbursement of such travel expenses shall be paid in compliance with University’s applicable travel guidelines at <https://www.uab.edu/financialaffairs/traveling>. Payment of the honorarium shall be made within thirty (30) days after receipt of a fully approved contract and presentation of the Speech.

**ARTICLE III: ASSIGNMENT.** This Agreement shall inure to the benefit of and be binding upon the parties. The Contractor may not assign, delegate or subcontract the duties and obligations of this Agreement without the express, written consent of the University.

**ARTICLE IV: INDEPENDENT CONTRACTOR.** At all times during the performance of the service specified in this Agreement, the relationship of the Contractor to the University shall be that of independent contractor. Neither the Contractor, nor any officer, employee nor agent of the Contractor shall be entitled to any benefit of employment by the University.

**ARTICLE V: CONFIDENTIALITY.** Unless otherwise required by law, the Contractor shall keep confidential all information, materials and other research data and analysis to which he/she is provided access or which is discussed, shown or shared with the Contractor and shall not disclose the same to a third party without the prior written consent of University. In addition, the Contractor shall not use any of such information for any purpose, commercial, educational or research, without the prior written consent of University.

**ARTICLE VI: UAB GUIDELINES.** Contractor will adhere to University’s Policies and Guidelines found on the following websites at <https://www.uab.edu/financialaffairs/overview> and General Provisions at <http://uab.edu/financialaffairs>.

**ARTICLE VII: NO BENEFIT CERTIFICATION.** By accepting this Agreement, Contractor certifies that no University employee or official, and no family members of a University employee or official, will receive a benefit from this University payment, except as has been previously disclosed, in writing, to the University.

**ARTICLE VIII: GOVERNING LAW.** The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Alabama.

**ARTICLE IX: ENTIRE AGREEMENT; MODIFICATIONS.** This Agreement, including the Addendum to Guest Speaker Agreement Regarding Recording and Images and any other addenda attached hereto, will constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Contractor. Either party may terminate this Agreement with thirty (30) days written notice.

**THE BOARD OF TRUSTEES OF CONTRACTOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# THE UNIVERSITY OF ALABAMA FOR

# THE UNIVERSITY OF ALABAMA AT BIRMINGHAM

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Rev. 3/2023

Addendum to Guest Speaker Agreement

Regarding Recording and Images

Contractor acknowledges and agrees that University may record Contractor’s Speech in any format chosen by University, whether via audio, video or digitally, and may photograph Contractor. Contractor agrees that University will own the copyright to such recordings and photographs. With respect to the rights Contractor holds in and to Contractor’s Speech and likeness, Contractor hereby grants to University a non-exclusive, irrevocable, perpetual, royalty-free, sublicensable right and license to use, distribute, post, stream, copy, alter, reproduce, display, broadcast and publish such recordings and photographs, including the Contractor’s voice and likeness, in any manner and on any venue of University’s choice.

For clarity, University may post and stream the recordings and photographs on YouTube, internal internet sites, social media, or in connection with any other University marketing efforts; and use them for University projects, including podcasts. Contractor understands and acknowledges that these recordings and photographs may be made available to the public. Contractor agrees to cooperate with University in these efforts, including signing additional documents and providing additional information.

Contractor understands that it will receive no additional payment of any kind over and above the payment set forth in this Agreement in exchange for the use and distribution of these recordings and photographs and waives any right that the Contractor may have to payment or royalties for this use. Contractor further waives the right to view, inspect or approve University’s use of these recordings and photographs. Contractor represents and warrants to University that: (1) the Speech has been created solely by the Contractor and is the Contractor’s original work; (2) the Speech and the materials used therein do not violate the copyright interests or other intellectual property rights of any other person or entity; and (3) Contractor has not granted or licensed rights to use, perform, broadcast, publish, sell or distribute the Speech or the materials contained therein to any other person or entity in a manner that would conflict with the rights granted hereunder or that would otherwise prohibit University from using the photographs and recordings of the Speech as permitted hereunder.

8/11/2023