



ARCADIA UNIVERSITY ACADEMIC GUEST LECTURER/PRESENTER AGREEMENT

This ACADEMIC GUEST LECTURER/PRESENTER AGREEMENT ("Agreement") is between Arcadia University, having an address at 450 S. Easton Road, Glenside, Pa 19038 ("University") and the educational guest lecturer/presenter identified in Schedule "A" attached hereto and made a part of this Agreement ("Presenter").

1. Services/Payment/Term. University engages Presenter to provide the educational services described in Schedule "A" ("Services"). Presenter shall provide the Services on the dates and at the times set forth in Schedule "A" diligently and in a professional and workmanlike manner and shall comply with all security, safety, and other applicable rules and regulations of the University when providing the Services. This Agreement shall be effective from the date set forth in Schedule "A" until the satisfactory completion of the Services.

2. Compensation. The University agrees to pay Presenter as provided in Schedule "A". Final payment shall be made within 30 days following satisfactory completion of the Services.

3. Independent Contractor. In providing Services, Presenter has the right to control and direct the means, manner, and method by which the Services are performed and shall furnish all materials to perform the Services except where agreed to in advance by both parties. Presenter warrants that he/she is the sole owner of the materials. Presenter acknowledges and represents that the relationship of Presenter to the University is that of an independent contractor, and nothing in this Agreement shall be construed as making Presenter an employee of University or to empower Presenter to bind or obligate the University in any way or as creating any other relationship. Presenter shall comply with all laws and assume all risks incident to its status as a Presenter. Presenter agrees to pay all applicable taxes, licenses and fees, and such insurance as is necessary in connection with Services performed under this Agreement. Presenter will not be entitled to any University benefits including, but not limited to, health and unemployment insurance, worker's compensation insurance, or retirement plans.

4. Ownership. Presenter agrees that photographs and videos and or audio recordings (hereinafter "Photos") may be taken of Presenter by or on behalf of University in connection with the Services and agrees that all rights therein shall irrevocably, exclusively, unconditionally, and perpetually belong to the University and that such rights are freely assignable by the University. Presenter agrees that, without any compensation, the Photos may be used, reproduced, distributed, or published by or on behalf of the University for educational purposes.

5. Indemnification. Presenter on behalf of itself, its agents, and employees agrees to indemnify and hold harmless University, its trustees, employees, and agents from and against: all claims, damages, losses, and expenses including, but not limited to attorney's fees, arising out of or resulting from the work herein performed, caused in whole or in part by the negligent act or omission of the Presenter, any subcontractor, or anyone directly employed by any of them; Presenter's failure to perform any of its obligations under this Agreement; and any and all taxes or contributions, including any penalties and interest referenced in Paragraph 3.

6. Cancellation. University reserves the right to cancel this Agreement up to 10 days prior to the date of Service or in the event of Force Majeure.

7. Assignment. Neither party shall assign its rights and obligations under this Agreement without the prior written consent of the other party.

8. Entire Agreement. This Agreement, along with any Exhibits, represents the entire Agreement between the parties. The Agreement may not be amended, changed or supplemented in any way except by written Agreement signed by both parties.

9. Governing Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

10. Nondiscrimination. As an educational institution, University is committed to principles of non-discrimination and equal opportunity with respect to all of its programs and services. University and Presenter will not discriminate against any person at the University because of age, creed, gender identity, national origin, race, sex, sexual orientation, or any other basis protected by law.

11. FERPA. To the extent that this Agreement generates or maintains educational records related to any participating students, the parties agree to comply with the Family Educational Rights and Privacy Act ("FERPA"). Presenter also agrees to abide by all other policies, procedures, and guidelines of the University.

Signatures are on the following page.

ARCADIA UNIVERSITY ACADEMIC GUEST LECTURER/PRESENTER AGREEMENT
SCHEDULE "A"

Effective Date of Agreement: _____

Presenter Name: _____ **PCID:** _____

Presenter Address: _____

Educational Services to Be Performed:

Date(s) and Time(s) of Service:

Maximum Compensation:

Total is based on completion of all listed sessions. Cancelled sessions will be deducted from the total.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement and Schedule "A" to be duly executed by their respective authorized representatives as of the effective date set forth above.

ARCADIA UNIVERSITY:

PRESENTER:

By: _____
Title: _____

By: _____
Title: _____

☐

Check here if you are currently being paid by the University in any other capacity.

Note: Please attach an IRS Form W-9 (or IRS Form W-8BEN Certificate of Foreign Status of Beneficial Owner for the United States Tax Withholding and Reporting) to this document. The University will not be obligated to pay or withhold federal, state, local or other payroll taxes on behalf of Presenter.

Office Use Only:

Date: _____

Charge Account: _____

Charge Account: _____

Requester: *(Print name)* _____

Signature: _____

Distribution Preference:

- ☐ U.S. Mail
☐ Pick up
☐ Campus Mail: _____

Vendor No. _____

Amount: _____

Amount: _____

Approval: *(Print name)* _____

Signature: _____