PO Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN ITALICS AND BRACKETS. PLEASE COMPLETE EVERY FIELD AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS.*** ***This form is for transactions below $3,000 in compensation, including travel reimbursement, and when intellectual property or other risk is considered low (see Guideline 5.14.2.1 Guest Lecturer or Presenter)]***

**STATE OF MINNESOTA**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

***[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]***

**GUEST LECTURER/PRESENTER AGREEMENT**

THIS AGREEMENT is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of *[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE*] (hereinafter MnSCU), and *[INSERT LECTURER’S/PRESENTER’S FULL NAME AND ADDRESS]* (hereinafter PRESENTER), an independent contractor, not an employee of the State of Minnesota.

*[DELETE THE FOLLOWING CLAUSES IF CONTRACTOR IS NOT AN INDIVIDUAL. IF CONTRACTOR IS AN INDIVIDUAL, THEY MUST BE INCLUDED.]*

*WHEREAS, the PRESENTER represents that he / she is not a current state employee; and*

*WHEREAS, the PRESENTER represents that he / she has not received an early separation incentive under Minnesota State Colleges and Universities Board Policy 4.11, Board Early Separation Incentive Program (BESI), during the one year post-separation period prior to the effective date of this contract.*

PRESENTER will deliver the following agreed upon services (the “Presentation”) as described below:

Name/Title of Event:

Date and Time of Event:

Location:

Topic/Title of Presentation:

Length of Presentation:

**PRESENTER understands that no work or presentation should begin until all required signatures have been obtained and PRESENTER is notified to begin work by MnSCU.**

1. **PAYMENT**. MnSCU shall pay PRESENTER following PRESENTER’s completion of the Presentation and PRESENTER’s submission of invoice as follows (check and complete those that apply):

A stipend of $ via check.

Reimbursement for one round-trip coach airline ticket from (city) for purposes of traveling to Event, the cost of such ticket not to exceed $ .

Reimbursement for hotel accommodation of (specify number of nights, hotel, etc.), not to exceed $ .

Other: .

**MnSCU’s total obligation to PRESENTER shall not exceed $** .

**NOTE**: Reimbursement for any expenses checked above shall not exceed those provided for in the Department of Employee Relations’ “Commissioner’s Plan.” A copy of the Plan is available upon request.

1. **TAXES**. Minnesota Statute §290.9201 requires MnSCU to withhold a two percent (2%) tax on the gross compensation, including reimbursable expenses, paid to non-Minnesota entertainers and public speakers for any performance in Minnesota.
2. **CANCELLATION**. Either party may cancel this agreement upon ten (10) days notice to the other party.
3. **ASSIGNMENT**. PRESENTER shall not assign or transfer any rights or obligations under this agreement.
4. **LIABILITY**. Each party will be responsible for its own acts and behavior and the results thereof. MnSCU’s liability is governed by the Minnesota Tort Claims Act, Minnesota Statute §3.736, and other applicable laws.
5. **PUBLICITY**. PRESENTER shall not release any publicity materials, including notices, pamphlets, press releases, signs and similar public notices, before receiving MnSCU’s approval.
6. **DATA DISCLOSURE**. As a condition of this agreement, PRESENTER is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require PRESENTER to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

Independent Contractors. Minn. Stat. §256.998 requires MnSCU to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Agreement is for less than two months in duration with gross earnings of less than $250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

1. **MINNESOTA GOVERNMENT DATA PRACTICES ACT**. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this agreement. The PRESENTER and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PRESENTER in accordance with this agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the PRESENTER or MnSCU.

In the event the PRESENTER receives a request to release the data referred to in this clause, the PRESENTER must immediately notify MnSCU. MnSCU will give the PRESENTER instructions concerning the release of the data to the requesting party before the data is released.

1. **INTELLECTUAL PROPERTY**. ***[SELECT ONE PARAGRAPH]***

*[Use this language when MnSCU is commissioning the presentation and wishes to retain all intellectual property created by the Presenter. If in doubt, use this language.]* PRESENTER assigns to MnSCU all rights, title and interest in any intellectual property materials created by the PRESENTER that arise out of the performance of this agreement, including any materials disseminated as part of the presentation. PRESENTER represents and warrants that any such intellectual property does not infringe upon any intellectual property rights of another.

***OR***

*[Use this language when the Presenter wishes to retain all of the intellectual property associated with their presentation. Most commonly used when the presentation is not commissioned by MnSCU.]* PRESENTER retains all rights, title and interest in any intellectual property materials created by the PRESENTER that arise out of the performance of this agreement, including any materials disseminated as part of the presentation (the “Materials”). PRESENTER represents and warrants that any such intellectual property does not infringe upon any intellectual property rights of another. PRESENTER grants to MnSCU limited permission to use the Materials for internal non-profit educational purposes consistent with this agreement. MnSCU shall not copy, display, or distribute the Materials without the prior written consent of CONTRACTOR.

1. **PRESENTATION AND RELEASE.**

PRESENTER hereby authorizes MnSCU and its agents to record the Presentation on video tape, audio tape, film, photograph, or any other medium, and grants MnSCU an irrevocable, royalty-free, non-exclusive license to use, reproduce, modify, distribute, digitize, translate, and publicly exhibit such recordings, in whole or in part, *[without restrictions or limitation for any purpose which MnSCU deems appropriate, including on the internet] OR [for MnSCU’s non-profit, educational purposes].*  PRESENTER further consents to the use of his/her name, likeness, voice, and biographical material in connection with such recordings.

PRESENTER hereby releases MnSCU, its successors and assigns, and all persons for whom it is acting from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the recording process, or any unintentional misspellings or inaccuracies and waive any right that he/she may have to inspect or approve the finished recordings.

1. **JURISDICTION AND VENUE**. This agreement shall be governed by the laws of Minnesota. Venue for all legal proceedings arising out of this agreement, or breach thereof, shall be in a court with competent jurisdiction in Ramsey County, Minnesota.

The rest of this page intentionally left blank. Signature page to follow.

**APPROVED**:

1. **PRESENTER:**

Signature Date

1. **VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

1. **MINNESOTA STATE COLLEGES AND UNIVERSITIES,**

**[*INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]*:**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

1. **AS TO FORM AND EXECUTION:**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |