P.O. Number

Contract Number

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

# GUEST LECTURER/PRESENTER CONTRACT

## Parties

This contract is between:

The State of Minnesota through the Board of Trustees of the Minnesota State Colleges and Universities [on behalf of College/University/system office] (“Minnesota State”), located at [INSERT FULL PHYSICAL CAMPUS ADDRESS] and [INSERT CONTRACTOR’S LEGAL NAME AND FULL PHYSICAL ADDRESS – NOT A PO BOX], an independent contractor not an employee of the State of Minnesota (“Presenter”). **[IF PRESENTER IS AN EMPLOYEE OF ANOTHER CAMPUS OR SYSTEM OFFICE CONSULT YOUR HUMAN RESOURCES OFFICE FOR APPROPRIATE FORMS TO USE FOR SHARING PERSONNEL, DO NOT USE THIS CONTRACT]**

**[We encourage the campus to review whether the topic of this presentation and the selection of this presenter aligns with the equity, diversity, and inclusion mission, vision and goals of Minnesota State.]**

## Background

[DELETE THE FOLLOWING ENTIRE SECTION IF PRESENTER IS NOT AN INDIVIDUAL. IF PRESENTER IS AN INDIVIDUAL, THE FOLLOWING MUST BE INCLUDED IN THE CONTRACT.]

* The Presenter represents that they are not a current state employee, and
* The Presenter represents that they have 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 period prior to the effective date of this contract.

The parties agree as follows:

1. **TERM.**

This contract is effective on the date the final signature is obtained and terminates on Insert Date, 20      **[Date of Termination should be at least two weeks after the event to allow for payment and other activities to be concluded.]** The Presenter understands that no work or presentation should begin until all required signatures have been obtained and Presenter is notified to begin work by Minnesota State.

1. **DUTIES.**

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

Name/Title of Presentation:

Brief Description of Presentation:

Date(s) and Time(s) of Presentation **[be as specific as possible]**:

Length of Presentation(s):

Specific Location of Presentation **[Including Address, Building Name, and Room Number]:**

Other:**[Insert any other instructions, if presenting power point, have to bring flash drive or provide in advance, printed materials for X number of attendees, etc.. or if “None” write “NONE.”]**

1. **PAYMENT.**

Minnesota State shall pay the Presenter promptly after the Presenter’s completion of the Presentation and the Presenter’s submission of invoice as follows (**check and complete all that apply**):

[ ]  $[insert dollar amount for speaking fee or stipend] by 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: [mileage, car rental, any other costs or fees associated].

**[For all Contracts]** The total obligation of Minnesota State to Presenter shall not exceed $[this amount should be the total of all of the checked boxes above].

Minnesota State may withhold the whole or part of any payments to Presenter to the extent necessary to protect Minnesota State from loss due to acts and omissions of Presenter, its employees, or agents.

**NOTE**: Reimbursement for any expenses checked above shall not exceed those provided for in Minnesota Management and Budget’s “[Commissioner’s Plan](https://www.minnstate.edu/system/templates/docs/2023-Commissioners-Plan.pdf).” A copy of the Plan is available upon request. Prepayment is not allowed.

1. **NONRESIDENT ALIENS.**

Nonresident Aliens. Pursuant to 26 U.S.C. §1441, Minnesota State is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). Minnesota State will withhold all required taxes unless and until Presenter submits documentation required by the Internal Revenue Service indicating that Presenter is a resident of a country with tax treaty benefits. Minnesota State makes no representations regarding whether or to what extent tax treaty benefits are available to Presenter. To the extent that Minnesota State does not withhold these taxes for any reason, Presenter agrees to indemnify and hold Minnesota State harmless for any taxes owed and any interest or penalties assessed.

1. **ENTERTAINERS.**

Minnesota Statute §290.9201 requires Minnesota State 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.

1. **CANCELLATION**.

Either party may cancel this agreement upon *ten (10)* days notice to the other party prior to the event. **[You may not want the contractor to be able to cancel with such short notice and may wish to have a 30 days’ notice provision or longer, but the campus will also lose flexibility]**

1. **ASSIGNMENT**.

The Presenter shall not assign or transfer any rights or obligations under this agreement.

1. **LIABILITY.**

Each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law. The liability of Minnesota State is governed by the Minnesota Tort Claims Act, Minnesota Statute §3.736, and other applicable laws.

1. **USE OF NAME.**

The Presenter shall not use any name, trade name, trademark, or other designation of Minnesota State (and its colleges and universities) in advertising, publicity, promotional, or any other activities or context without express written consent from Minnesota State in each case. Presenter may contact the authorized representative of Minnesota State, identified below, for such permission.

1. **DATA DISCLOSURE**.

As a condition of this agreement, the 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 the Presenter to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

1. **INDEPENDENT CONTRACTORS.**

Minn. Stat. §256.998 requires Minnesota State 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 Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State 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 Minnesota State.

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

1. **CONTROL OF PRODUCTION AND WARRANTY.**

The Presenter represents and warrants that during the Presentation, its conduct shall comply with Minnesota State Board policies and state and federal law. The Presenter shall have control over the Presentation; provided, however, that the Presenter shall not engage in any obscene behavior, nor shall the Presenter encourage or entice patrons to engage in violent, destructive, or riotous behavior. Minnesota State retains the right to control all other aspects of the Presentation, including (i) sound levels and (ii) the right to stop the Presentation if, in an reasonable opinion of Minnesota State, the audience is becoming uncontrollable **or stopping the presentation is otherwise prudent for the safety of the Presenter and attendees.**

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

**[Use this language when Minnesota State is commissioning the presentation and wishes to retain all intellectual property created by the Presenter. If in doubt, use this language.]** ThePresenter assigns to Minnesota State 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 Presenter represents and warrants that any such intellectual property does not infringe upon any contractual or intellectual property rights of another and shall indemnify and hold harmless Minnesota State, (and defend to the extent permitted by the Minnesota attorney general) at the Presenter’s expense, from any action or claim brought against Minnesota State to the extent that it is based on a claim that all or part of the presentation or material associated with it infringe upon the contractual or intellectual property rights of another. The Presenter shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees incurred by Minnesota State, arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

**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 Minnesota State.]** The 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 contractual or intellectual property rights of another and shall indemnify and hold harmless Minnesota State, (and defend to the extent permitted by the Minnesota attorney general) at the Presenter’s expense, from any action or claim brought against Minnesota State to the extent that it is based on a claim that all or part of the presentation or material associated with it infringe upon the contractual or intellectual property rights of another. The Presenter shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees incurred by Minnesota State, arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

The Presenter grants to Minnesota State limited permission to use the Materials for internal non-profit educational purposes consistent with this agreement. Minnesota State shall not copy, display, or distribute the Materials without the prior written consent of the Presenter.

1. **[Entire Paragraph Can Be Deleted If Presenter Objects or Presentation is Not Being Recorded] PRESENTATION AND RELEASE.**

The Presenter hereby authorizes Minnesota State and its agents to record the Presentation on video tape, audio tape, film, photograph, or any other medium, and grants Minnesota State 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 Minnesota State deems appropriate, including on the internet] OR [for non-profit of Minnesota State, educational purposes] OR [for record keeping purposes only].** The Presenter further consents to the use of their name, likeness, voice, and biographical material in connection with such recordings.

The Presenter hereby releases Minnesota State, 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 they 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.

1. **AUTHORIZED REPRESENTATIVES:**

All official notifications, including but not limited to, cancellation of this contract must be sent to the other party’s authorized representative.

* 1. Authorized representative of Minnesota State for the purpose of administration of this contract is:

Name:

Address:

Telephone:

E-Mail:

Such representative shall have final authority for acceptance of the Presenter’s services.

* 1. The Presenter’s authorized representative for the purpose of administration of this contract is:

Name:

Address:

Telephone:

E-Mail:

1. **SURVIVAL.**

The terms of section7, 11 and 13 shall survive termination or cancellation of this Agreement.

1. **OTHER PROVISIONS**

[DELETE THIS CLAUSE IF THERE ARE NO ADDITIONAL PROVISIONS TO THE CONTRACT.]

[ATTACH ADDITIONAL PAGE(S) IF NECESSARY. IF ADDING OTHER PROVISIONS OR ATTACHMENTS THAT IMPACT OR CONFLICT WITH WHAT IS STATED IN THE CONTRACT, SEEK ASSISTANCE FROM SYSTEM LEGAL COUNSEL.]

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

[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]

**[If this contract is with an individual, then the individual must sign. If a company or organization is providing a presenter(s), the contract should be with the company, or entity, not the individual presenter, and signature must be by the company, and payment made to the company, not individual presenter.]**

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby**.** Approved:

**PRESENTER:**

|  |
| --- |
| Signature  |
| Date      |

**VERIFIED AS TO ENCUMBRANCE:**

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

**MINNESOTA STATE COLLEGES AND**

**UNIVERSITIES [INSERT NAME OF COLLEGE/UNIVERSITY]:**

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

**AS TO FORM AND EXECUTION:**

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