UNIVERSITY OF WISCONSIN OSHKOSH

SPEAKER CONTRACT

This **SPEAKER CONTRACT** for the personal services of an individual to speak at the event to be described below is made between the University of Wisconsin Oshkosh (hereinafter called the "University") and the undersigned speaker, hereinafter called the "Speaker", for the personal services of the Speaker.

1. Event Description: _____

Date of Presentation: _____ Start time: _____ End time: _____

Event Location: _____

2. Speaker Name: _____

Social Security Number (last four digits required): _____

Permanent Address: _____ (Street Address)
_____ (City, State, Zip Code)

Phone Number: _____ email address: _____

A completed IRS Form W-9 is required for the Speaker.

If Speaker is represented by an Agent and the Agent will receive payment, the following information must be supplied:

AGENT NAME: _____
FEIN Number (required):_____
Permanent Address: _____ (Street Address)
_____ (City, State, Zip Code)
Phone Number: _____ email address: _____

A completed IRS Form W-9 is required for the Agent.

Please indicate payee (please check one): ☐ **Speaker** ☐ **Agent**

3. University Contacts:

Contact Information:	Contract Approval:
Name: _____	Name: _____
Title: _____	Title: _____
Campus Address: _____	Campus Address: _____
Phone/FAX: _____	Phone/FAX: _____
Email: _____	Email: _____

4. Compensation:

Performance Fee: _____
Lodging: _____
Meals: _____
Transportation: _____

Other: _____

TOTAL COMPENSATION $_____

5. Payment:

All payments will be in form of a check issued by the University and will be payable to SPEAKER OR AGENT as indicated in Number 2 above.

6. Independent Contractor:

The Speaker, its officers, agents and employees (if applicable), in the performance of this Speaker Contract shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the University. The Speaker agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an Independent Contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of the University. As such, the parties will each be responsible for their own acts of negligence as determined by law.

7. Withholding Requirements FOR speakers:

(a) Non-Wisconsin Resident: The University must withhold 6% of Total Compensation payments to non-Wisconsin resident Speakers if accumulated payments for services exceed $7,000.00 in a calendar year and the Speaker has not filed WT-11 or provided a waiver from the Department of Revenue.

Non-Wisconsin resident Speakers are required to file a bond or place a security deposit with the Wisconsin Department of Revenue at least six days prior to the date of performance to assure payment of State of Wisconsin income taxes if total compensation earned (paid directly or on behalf of Speaker) from performance in Wisconsin will exceed $7,000.00.

If the non-Wisconsin resident Speaker does not show proof to the University that such bond or security deposit was file with the Wisconsin Department of Revenue, State of Wisconsin law provides that the University shall deduct 6% of the total performance Agreement compensation and remit said amount as withheld for State of Wisconsin income tax purposes.

Total Contract Price: The amount of consideration indicated in the contract as the price for the nonresident entertainer's performance, including amounts payable in money or the cash value of any medium other than cash. It also includes any specific amounts to be paid to the nonresident entertainer (for example, amounts to be paid to the nonresident entertainer for travel expenses) or subcontracted services such as lighting, sound, or any other special services or properties required by the nonresident entertainer.

Accumulative Total Contract Price: If a nonresident entertainer performs a number of times during the same calendar year, for separate total contract prices of less than $7,000 each, the nonresident entertainer may still be subject to the surety bond/cash deposit requirement or employer withholding at the time the accumulative total contract prices exceed $7,000, and thereafter, during the same year. (**Note:** It is the responsibility of the nonresident entertainer or their representative to notify an employer if their accumulative total contract prices exceed $7,000.) At the time the $7,000 threshold is met, the amount of the surety bond or cash deposit, or the amount to be withheld by the employer, is based on the *accumulative* total contract price with that employer for the year, not just the amount in excess of $7,000.

Individual Members of a group Not Owned by Anyone: In the case of a nonresident entertainment group of independent members, not owned by any single member of the group or any other sole proprietor, partnership, or corporation, the *total contract prices must be determined for each separate independent member.* The group must provide the employer with a signed statement from the leader of the group, or the promoter or managers, attesting to the members' distributive shares of the contract price. False statements made under this provision are subject to State of Wisconsin Department of Revenue income penalties for the filing false returns, and copies of such statements must be submitted to the Department of Revenue by the employer.

(b) U. S. Residents: Withholding is required at the rate of 31% on payments for services if social security number is not provided.

(c) Non-U.S. Resident Aliens: The appropriate tax will be withheld based on IRS Section 1441 and existing tax treaties. Withholding is required at 30% (less pro-rated personal exemption amount) on payments for services unless:

(1) Income is non-U.S. source.

(2) Payment is effectively connected with a U.S. trade or business and individual has filed Form 4224, or

(3) Income is partially or totally exempt or subject to a reduced withholding rate due to a tax treaty or pro-rated personal exemption amount and individual has filed Form 8233 to claim the exemption or reduced rate.

8. Liability:

(a) The University, as an agency of the State of Wisconsin, is self-insured for liability protection. Such protection applies to the University and their employees only. Speaker and all other individuals and organizations must provide their own liability coverage.

(b) The Board of Regents of the University of Wisconsin System agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Board of Regents further agrees to hold harmless the Speaker, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Speaker Contract where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

(c) Speaker agrees to hold the University harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Speaker arising out of or in connection with this Agreement except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

9. Disputes:

(a) This Speaker Contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Wisconsin.

(b) All disputes shall be submitted in writing to the Vice Chancellor of Finance and Administration, who will be final authority for all disputes not resolved through the sponsoring organization. Disputes regarding the terms of the Speaker Contract or claims arising out of its execution or performance may be resolved in any Wisconsin court with competent jurisdiction.

(c) This Speaker Contract, and the terms and conditions contained herein, may be enforced by the University and by each Speaker who is a party to this Speaker Contract, or who has, in fact, performed the engagement contracted for, and by the agent(s) of each Speaker.

10. Cancellations:

(a) Either party may cancel this Speaker Contract without obligation to the other if cancellation notice is received in written form at least 30 days before appearance date.

(b) Speaker agrees to furnish payment to the University for actual appearance preparation costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after billing, subject to the limitations in Section 16, infra.

(c) If, due to illness, accident, or other causes legally known as Acts of God, Speaker is forced to cancel a Speaker Contract, neither party, nor any representative shall be liable for any payment.

(d) Legal representation of the University is provided by the State of Wisconsin Attorney General's Office or designee, according to the Wisconsin State Statutes. The University is not authorized to enter into any Speaker Contract which may include binding arbitration, hold-harmless, or indemnification clauses without legislative action granting such authority.

11. Miscellaneous:

(a) No speech shall be recorded, reproduced, or transmitted from the place of speech, in any manner or by any means whatsoever, unless there is a specific written amendment to this Speaker Contract, initialed by the Speaker, relating to and permitting such recording, reproduction, or transmission. The University will make a reasonable effort to prevent individuals from doing so.

(b) The Speaker is solely responsible for payment of royalty fees, and/or dramatic rights and dramatic musical works and/or performance fees, fees required by unions and similar organizations, and similar costs. The Speaker shall indemnify the University against any liability or damages, including attorney fees, which may arise as a result of violation by Speaker of copyright laws.

(c) Sale of any souvenir items or programs by Speaker shall only be permitted upon specific written amendment to this Speaker Contract with University 30 days prior to date of engagement, and then subject to the terms listed.

(d) In connection with the performance of work under this Speaker Contract, the Speaker agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), sexual orientation as defined in s. 111.32(13m), or natural origin. Except (as defined in s. 16.765) with respect to sexual orientation, the Speaker further agrees to take affirmative action to ensure equal employment opportunities. The Speaker agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(e) Details and manner of speech are under the control of the Speaker. However, University has the right to direct Speaker to discontinue any activity constituting violation of University policy, as well as any federal, state, or local laws.

Anticipated starting times specified in the Speaker Contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence, Speaker is required to be at place of performance a sufficient period of time prior to schedule time of commencement so as to permit timely presentations.

12. Entire Agreement and Notice

(a) This Speaker Contract and Purchase Order (if applicable) constitutes the entire agreement between the parties.

(b) Any requirements that University comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by University, in writing by the persons listed below, in advance of the Speaker Contract execution or are made part of this Speaker Contract prior to the signing of the Speaker Contract by the University.

(c) This Agreement may be modified or amended in writing signed by authorized signatories of the Contractor and University.

13. Executed Contract Signature: This Speaker Contract shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties. The undersigned represents that he/she is a representative authorized to sign on behalf of the Speaker and to enter into this Speaker Contract.

The parties have agreed to and executed this Speaker Contract as of the dates indicated below:

ACCEPTED BY:
UNIVERSITY OF WISCONSIN OSHKOSH

By: _____

Name: Andrew Braatz

Title: Interim Controller

Date: _____

ACCEPTED BY:
SPEAKER NAME_____
(Please Print)

Signature: _____

AGENT'S Name_____
(If Applicable) (Please Print)

Agent's Title: _____

(Please Print)

Date: _____

Signatures delivered by email in PDF format or facsimile shall be effective.