|  |  |
| --- | --- |
| **Speaker Agreement**THIS AGREEMENT is made this **Month Day, Year** by and between District Board of Trustees, Florida SouthWestern State College, Florida hereinafter referred to as "FSW," and **Name of Consultant**hereinafter referred to as "Speaker." RECITALSWHEREAS, FSW is a State College operated by the State College District Board of Trustees under statutory authority and the rules of the State Board of Education with the primary mission and responsibility of responding to community needs for post-secondary academic education and technical degree education; WHEREAS, Speaker is an individual or entity that provides professional services;WHEREAS, FSW desires to utilize the services of Speaker, as an independent contractor, to provide services as described in section one; andWHEREAS, Speaker desires to so render such professional services according to the terms and conditions set forth in this Agreement.NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:1. Statement of Work. FSW hereby contracts with Speaker, and FSW and Speaker hereby agree that Speaker shall provide the services as set forth in **Schedule A**: Statement of Work and shall be paid in accordance with **Schedule B** Financial Terms both of which are incorporated herein. All work shall be performed in a professional manner according to industry and professional standards. If applicable, additional documentation will be attached and labeled as **Schedule C**.2. Term of Engagement. The term of this Agreement commences on **Start Date** and terminates on  **Date End** or until otherwise terminated. This agreement may be terminated by FSW by written notice of such intent to terminate at least ten (10) days prior to the effective date of such termination.3. Relationship between Parties. Speaker is retained by FSW only for the purposes and to the extent set forth in this Agreement, and as may be more specifically directed and instructed by FSW from time-to-time. Speaker's relation to FSW shall be that of an independent contractor. Speaker shall not be considered an employee, agent, or representative of FSW, nor be entitled to participate in any plans, arrangements, or distributions by FSW pertaining to or in connection with any pension, stock, bonus, profit-sharing, or similar benefits for its employees, agents, and representatives. | It is understood that FSW has not detailed control over the manner or method by which Speaker meets it obligation under this Agreement.4. Insurance. If applicable, Speaker shall have and maintain types and amounts of insurance that at a minimum cover the Speaker’s exposure in performing this agreement. Additionally, Speaker shall maintain Worker’s Compensation insurance as required by law. Speaker shall also pay all fees for any Local Business Tax License or similar license which may be required. Speaker shall provide written evidence of insurance and licenses at such periodic intervals as FSW may request.5. Indemnification. The Speaker agrees to indemnify and hold FSW, its officer’s, agents, and employees harmless from any and all loss, cost, liability, and expense (including attorney’s fees) arising, growing out of, or in any way connected with, any other claims or litigation including claims of copyright infringement now or hereafter asserted with respect to any injury or damages resulting from or arising out of any alleged defect in the work, goods, or materials ordered herein or by reason of the design or construction thereof, and agrees to reimburse College for any and all expenses (including attorney’s fees) in connection thereof. This provision shall survive termination of the Agreement.6. Governing Law, College Policy and Procedure. This agreement shall be governed by the laws of the State of Florida and the rules and regulations of the District Board of Trustees, Florida SouthWestern State College. Speaker agrees to abide by State Board of Education Rule 6A-14.0718 and Section 1004.06, Florida Statutes. Venue for any dispute under this agreement shall exclusively be in the courts of competent jurisdiction sitting in Lee County, Florida. 7. License. Speaker grants to FSW a worldwide royalty free, non-exclusive, perpetual license to exercise the rights in the work set forth in Schedule A to reproduce the work, to incorporate the work into one or more collective work, and to reproduce the Work as incorporated in the Collective works, to create and reproduce derivative works, to distribute copies or phonorecords of the work by means of digital audio transmission, to display publicly, perform publicly by means of digital audio transmission of the work including as incorporated in collective works or derivative works. The above may be exercised in all media and formats whether now known or hereafter devised. 8. Entire Agreement. This Agreement expresses full and complete understanding of the parties and supersedes any prior agreements and discussions. Any amendments must be in writing and signed by both parties.IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written with the intent to be legally bound. |

**Speaker**

 District Board of Trustees, Florida SouthWestern State College

By: BY:

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

Name: Jason Dudley

Address: Vice President IT & Digital Strategies/CIO

|  |  |
| --- | --- |
| **Speaker Agreement Schedules****Schedule A:** Statement of WorkFSW contracts with Speaker, and FSW and Speaker hereby agree that speaker shall provide the following services:**Place a detailed description of the work to be performed here** | **Schedule B:** Financial Terms of AgreementFSW agrees to pay Speaker in the following manner:[ ]  A honorarium, via check, following the completion of the presentation, of **Amount.**[ ]  Other: **All-inclusive Description of Other Financial Terms**Total compensation shall not exceed the amounts listed above. **Speaker shall not be paid for any preparation.** If the Speaker should be reimbursed for travel, such reimbursement shall be in accordance with Florida Statutes Section 112.061. Speaker must submit an invoice for any services rendered or for travel reimbursement requested, specifying the services or expense and attach original receipts for airfare and hotel expenses. An incomplete invoice will result in a delay in payment. All employment taxes and employment insurance are the responsibility of the Speaker. |
|  |  |

Florida SouthWestern State College, an equal access institution, prohibits discrimination in its employment, programs and activities based on race, sex, gender identity, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information or veteran status. Questions pertaining to educational equity, equal access or equal opportunity should be addressed to the College’s Title IX Coordinator/ Compliance Officer; 8099 College Parkway SW, Fort Myers, FL 33919; (239) 489-9051; compliance@fsw.edu. FSW online anonymous reporting www.fsw.edu/report. Inquiries/complaints can be filed with the Title IX Coordinator/Compliance Officer online, in person, via mail, via email, or with the US Department of Education, Office of Civil Rights, Atlanta Office: 61 Forsyth St. SW Suite 19T70, Atlanta, GA 30303-8927.