

CONTRACT#: \_\_\_\_\_

CHARGE TO UNIVERSITY ACCOUNT#

TOTAL CONTRACT AMOUNT \$

## TEXAS A&M UNIVERSITY-TEXARKANA GUEST SPEAKER AGREEMENT

THIS AGREEMENT is entered into between TEXAS A&M UNIVERSITY-TEXARKANA (“**A&M-Texarkana**”) and \_\_\_\_\_, (“**Speaker**”). The purpose of this Agreement, the services to be performed and the responsibilities of **Speaker** are fully described in ATTACHMENT 1 of this Agreement.

In performing services under this Agreement, **Speaker** is not an agent or employee of **A&M-Texarkana**. **Speaker** will be solely responsible for determining the means and methods for performing the services described. **Speaker** shall observe and abide by all applicable laws, TAMUS policies, regulations, and **A&M-Texarkana** rules and procedures, including but not limited to, those of **A&M-Texarkana** relative to conduct on its premises.

**Speaker** agrees to perform the services to a standard of professional care, skill, and diligence normally provided in the performance of similar services. It is understood during the performance of services **Speaker** will not be eligible for any **A&M-Texarkana** benefits.

**Term.** This Agreement will commence on \_\_\_\_\_ and end on the \_\_\_\_\_. Either party may terminate this Agreement with 10 days written notice to the other.

**Consideration.** **A&M-Texarkana** will compensate **Speaker** a total of \$ \_\_\_\_\_. **Speaker** shall submit detailed invoices describing the services rendered, the person or persons rendering such services, the charges, the times when such services were performed, compensable expenses, and the amount due. **A&M-Texarkana** will make payment within thirty (30) days of the receipt of such invoices. **Speaker** expressly understands and agrees any and all travel, lodging, and meals reimbursements, if any, will be in accordance with State of Texas Travel Guidelines only.

**Taxes and State Contracting Requirements.** **Speaker** certifies that, upon the effective date of this Agreement, either **Speaker** (1) is not delinquent in payment of State of Texas corporate franchise taxes, or (2) is not subject to the payment of such taxes. **Speaker** agrees that any false statement with respect to franchise tax status shall be a material breach, and **A&M-Texarkana** may terminate this Agreement upon written notice to **Speaker**. Any earnings derived from services rendered by **Speaker** are subject to income taxes; such earnings will be reported at the end of each calendar year by **A&M-Texarkana**. It is understood **Speaker** is responsible for paying all applicable federal or state taxes on the compensation paid to **Speaker** by **A&M-Texarkana**. **Speaker** expressly agrees to pay any and all Unrelated Business Income Taxes (UBIT) which may be levied against **A&M-Texarkana** as a result of the activities of **Speaker** under this Agreement. Payment of such taxes, assessments, and charges when and if levied or assessed, will be made by **Speaker** directly to the taxing or assessing authority charged with collection of such taxes, assessments and charges with written proof of such

payment provided within five (5) business days of payment. A child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. By executing this Agreement, **Speaker** certifies that the individual or business entity named in this Agreement is eligible to receive payment from the state and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate (Family Code, Section 201.006). **Speaker** understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335 (c), *Texas Education Code*. **Speaker** agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

**Proprietary Information.**

- a. Consultant shall maintain the confidentiality of all proprietary information provided to it by **A&M-Texarkana**.
- b. Any programs, data or other materials furnished by **A&M-Texarkana** for use by **Speaker** in connection with the services performed under this Agreement shall remain the sole property of **A&M-Texarkana**.

**Notice.** All notices and communications regarding this agreement must be in writing and directed to the following representatives:

**For A&M-Texarkana:**

Office of the Vice President for  
Finance and Administration  
7101 University Avenue  
Texarkana, TX 75503  
Phone: (903) 223-3005  
Fax: (903) 334-6718

**For Speaker:**

Name:  
Address:  
City/St/Zip:  
Phone:  
Fax:  
Tax ID# or SS#:

**Miscellaneous.**

- a. This Agreement supersedes any other oral or written understandings or agreements.
- b. This Agreement may not be amended or otherwise altered without the written agreement of both parties.
- c. This Agreement is not assignable without the express written agreement of both parties.
- d. The provisions of this Agreement are severable.
- e. All obligations of **A&M-Texarkana** to make payments under this Agreement are subject to the appropriation of sufficient funds for such payments by the Legislature of the State of Texas. Failure by the Legislature of the State of Texas to appropriate funds to

**A&M-Texarkana** sufficient to make such payment will relieve **A&M-Texarkana** from the obligation to make such payments during the term of the non-appropriation.

- f. This Agreement is construed under and in accordance with the laws of the State of Texas, and is performable in Bowie County, Texas; however, by statute, mandatory venue for all legal proceedings against **A&M-Texarkana** is to be in the county in which the principal office of the governing officer is located. At execution of this Agreement, such county is Bowie County, Texas.
- g. **Speaker** expressly acknowledges that **A&M-Texarkana** is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by **A&M-Texarkana** of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- h. **Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- i. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Vendor/Contractor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- j. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated if this certification is inaccurate.
- k. **Records Retention.** PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
- l. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

*Government Code Chapter 2260 requires that each contract entered into by The Texas A&M University System and its component institutions for goods or services, include a provision stating that the parties will use the dispute resolution process provided for in Chapter 2260 to attempt to resolve disputes. The following provision has been approved by the Attorney General for use by parties to contracts covered by Chapter 2260.*

## Dispute Resolution.

- (1) The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by **A&M-Texarkana** and **Speaker** to attempt to resolve any claim for breach of contract made by **Speaker**:
  - (A) A **Speaker's** claims for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, **Speaker** shall submit written notice, as required by subchapter B, to the **A&M-Texarkana** President or his/her designee. Such notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of **A&M-Texarkana** and **Speaker** otherwise entitled to notice under the parties' Agreement. Compliance by **Speaker** with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
  - (B) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is **Speaker's** sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by **A&M-Texarkana** if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
  - (C) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Agreement by **A&M-Texarkana** nor any other conduct of any representative of **A&M-Texarkana** relating to this Agreement shall be considered a waiver of sovereign immunity to suit.
- (2) The submission, processing and resolution of **Speaker's** claim is governed by the published Rules adopted by the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Part 3 Chapter 68.
- (3) Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by **Speaker**, in whole or in part.

## PUBLIC INFORMATION

- A. PROVIDER acknowledges that **A&M-Texarkana** is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- B. Upon **A&M-Texarkana's** written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.

- C. PROVIDER acknowledges that **A&M-Texarkana** may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
  
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the PROVIDER agrees that the Agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

**“A&M-Texarkana”**

Recommend Approval:

\_\_\_\_\_  
Tammy Graham, Executive Assistant for the Vice President  
For Finance & Administration \_\_\_\_\_ Date

\_\_\_\_\_  
Jeff Hinton, Executive Vice President for Finance and Administration \_\_\_\_\_ Date

\_\_\_\_\_  
Dr. David Yells, VPAA and Provost  
(If applicable) \_\_\_\_\_ Date

\_\_\_\_\_  
Kathy Williams, Vice President for Enrollment Management  
(If applicable) \_\_\_\_\_ Date

Required Approval (See Delegation of Authority):

\_\_\_\_\_  
Dr. Emily F. Cutrer, President and CFO \_\_\_\_\_ Date

**“Speaker”**

\_\_\_\_\_  
\_\_\_\_\_ Date

**Note: Modification of this form requires approval of the OGC.**  
(Use this Form for all A&M-Texarkana agreements for speaking services **EXCEPT** (1) agreements between TAMUS institution and a contracting party who is an employee of a unit of state government or (2) agreements between a TAMUS institution and a student at an institution of higher education.)

**ATTACHMENT I  
TO  
GUEST SPEAKER AGREEMENT**

The purpose of this Agreement is to set forth the terms and conditions between **A&M-TEXARKANA** and **SPEAKER** with regard to **A&M-TEXARKANA**'s hiring of **SPEAKER** as an independent contractor and guest speaker of

.

The services to be performed are:

The responsibilities of **SPEAKER** are: