

GUEST SPEAKER AGREEMENT

South Texas College

South Texas College, a public institution of higher education created under Texas law ("STC"), and _____ ("Speaker") agree that the following terms and conditions will apply to the services provided under this **Guest Speaker Agreement** ("Agreement"). This Agreement shall be signed by both parties and shall be effective on the date of the last signature ("Effective Date").

1. ENGAGEMENT AND SERVICES

1.1 STC contracts with the Speaker for speaking – lecturing - presentation services on the date(s) and the time period(s) as more fully described in **Attachment "A"** (the "Services") which is incorporated herein for all purposes.

1.2 This Agreement shall not be renewed by its own terms, and any further services provided by the Speaker beyond the term of this Agreement shall require the execution of a new agreement.

2. SPEAKER REPRESENTATIONS AND WARRANTIES

2.1 The Speaker hereby grants to STC the right to use the Speaker's name, biography, website, email address, photograph and likeness in, and in connection with, all forms of advertising, information programs to promote the event(s) that result from the Services.

2.2 The Speaker shall not make any reference to STC in any promotional material, except as a professional reference, without STC's prior written authorization.

2.3 The Speaker represents and warrants that:
a) the Speaker has full power and authority to enter into and fulfill its obligations under this Agreement; and
b) none of the Services infringe on the intellectual property rights of any other person or entity, and STC shall have the right to receive and use the Services without any restriction or obligation to any other person or entity.

2.4 If it is a corporation, partnership, limited partnership, limited liability partnership, or limited liability company, the Speaker is duly organized, validly existing and in good standing under the laws of the state of its organization and is authorized to do business in the State of Texas.

2.5 The Speaker agrees that:
a) the Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession and industry practicing in the same locality;
b) if the Agreement requires the Speaker's presence on STC's premises or in STC's facilities, the Speaker will cause its employees, representatives and agents to comply with all applicable STC rules and policies including those relating to personal health, security, environmental quality safety, fire prevention, noise, smoking, parking, access restrictions and security directives;
c) all persons, including the Speaker's owners, officers, employees, agents, and any authorized subcontractors, who are in charge of or responsible for any of the Services, are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction; and
d) the Speaker has acquired any licenses, certifications and permits that are needed to provide the Services.

2.6 Each individual who performs any of the Services must be the Speaker or an employee of the Speaker or an employee of a subcontractor engaged by the Speaker. The Speaker is responsible

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| | for the performance of all individuals performing any of the Services. If requested by STC, the Speaker will provide STC with a list of all individuals who perform any of the Services ("List") and cause an appropriate criminal background screening to be performed on all such individuals. The Speaker will not knowingly assign any individual to provide any of the Services on STC's campus or other premises who has a history of criminal conduct unacceptable for a college campus or facility including violent or sexual offenses. The Speaker will update the List each time there is a change in the individuals assigned to perform any Services. If requested by STC, the Speaker will provide a letter signed by an authorized representative certifying compliance with this section. The Speaker will provide STC with an updated certification letter each time there is a change in the individuals assigned to perform any of the Services. |
| 2.7 | The Speaker agrees to abide by all STC rules, regulations and policies of which the Speaker has actual knowledge as well as all federal, state, and local laws, regulations and ordinances that are applicable in the performance of the Services and acknowledges that any alterations, additions, or deletions to the terms of this Agreement that are required by changes in the applicable laws and regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation. |
| 2.8 | The Speaker must obtain STC's written consent prior to subcontracting any portion of the Services or changing any previously approved subcontractor. In any subcontract agreement, the Speaker shall, unless STC otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions substantially similar to those in this Agreement. |
| 3. | FEES AND EXPENSES |
| 3.1 | In consideration for providing the Services, STC shall pay the Speaker and reimburse the Speaker for expenses incurred, if any, as set forth in Attachment "A." |
| 3.2 | Except as specified in Attachment "A," STC shall not compensate the Speaker or reimburse the Speaker for any expenses or costs incurred. |
| 4. | INDEMNITY |
| 4.1 | THE SPEAKER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS STC, STC'S BOARD OF TRUSTEES AND THE STATE OF TEXAS AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL DAMAGES, COSTS, SUITS, ACTIONS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY KIND, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE SERVICES PROVIDED UNDER THE AGREEMENT, TO THE EXTENT CAUSED BY THE ACTS, OMISSIONS OR WILLFUL MISCONDUCT OF THE SPEAKER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS. IN ADDITION, THE SPEAKER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE SERVICES PROVIDED UNDER THE AGREEMENT. |
| 5. | RELATIONSHIP |
| 5.1 | In performing the Services, the Speaker is, and undertakes performance thereof, as an independent contractor with sole responsibility for its own debts, obligations, acts, and omissions as well as for all persons employed in connection with the Agreement, including |

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| | exclusive liability for the payment of all federal, state, and local unemployment and disability insurance premiums and fees as well as all social security and other taxes and contributions payable in respect of such persons, from and against which liability The Speaker agrees to indemnify, exonerate and hold harmless STC. The Speaker shall have no authority to act for or on behalf of STC or the State of Texas except as expressly provided for in the Agreement; no other authority, power or use is granted or implied. The Speaker may not incur any debt, obligation, expense or liability of any kind on behalf of STC or the State of Texas. |
| 5.2 | This Agreement is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Agreement as a third-party beneficiary or otherwise. |

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| 5.3 | The Speaker shall be responsible for the payment of any taxes due on any monies received under this Agreement, and the Speaker acknowledges that the Speaker is not covered by workman’s compensation or any other insurance policy held by STC. | |
| 5.4 | STC strictly adheres to all statutes, court decisions and opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act (“TPIA”). Unless otherwise informed Speaker in writing, STC shall consider all information, documentation and any other materials requested to be submitted in connection with the Agreement to be of a nonconfidential and non-proprietary nature and therefore subject to public disclosure under the TPIA. In accordance with TPIA §§ 552.002 & 2252.907, and at no additional charge to STC, the Speaker will make any information created or exchanged with STC pursuant to the Agreement (and not otherwise exempt from disclosure under the TPIA) available in a format reasonably requested by STC that is accessible by the public. If applicable, the Speaker will comply with the requirements of Texas Govt. Code § 552.372(a). | |
| 6. | NOTICES | |
| 6.1 | All notices must be in writing and addressed to the other party’s primary contact listed in 6.2. Notices can be by email and will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable). | |
| 6.2 | Speaker: Name: Address: Tel: Email: | STC: South Texas College Attn: 3201 West Pecan Blvd. McAllen, TX 78501 956. @southtexascollege.edu |
| 7. | DEFAULT AND TERMINATION | |
| 7.1 | STC shall pay the Speaker only for the Services actually provided by the Speaker. STC has the right to deny all or any portion of the payment if the Speaker fails to comply with the terms, conditions and obligations contained in this Agreement. | |

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| 7.2 | If the Speaker is in breach of any term of this Agreement, in addition to any other remedies STC may have at law or in equity, STC has the right to terminate this Agreement immediately, or, at STC's sole option, STC may give the Speaker written notice of the breach and a reasonable time to remedy the default. |
| 7.3 | Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. |
| 7.4 | Speaker agrees that STC may terminate this Agreement for convenience without liability of any kind by giving the Speaker notice of the termination at least thirty (30) days prior to the Engagement Date set forth in Attachment A. |
| 7.5 | THE SPEAKER ACKNOWLEDGES THAT STC'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED EXCLUSIVELY TO, AND UNDER NO CIRCUMSTANCES SHALL EXCEED, THE MAXIMUM AMOUNT PAYABLE TO THE SPEAKER SET FORTH IN ATTACHMENT A. STC SHALL NOT BE LIABLE TO THE SPEAKER FOR ANY LOST REVENUES; INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR, EXEMPLARY OR PUNITIVE DAMAGES AS A RESULT OF STC'S DEFAULT OF THIS AGREEMENT. |
| 8. | AMENDMENT AND ASSIGNMENT |
| 8.1 | Any amendment must be in writing, signed by authorized representatives of both parties, and expressly state that it is amending or modifying this Agreement. |
| 8.2 | Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party and any attempt to do so shall be a breach of this Agreement and void. |
| 9. | ENTIRE AGREEMENT |
| 9.1 | This Agreement sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. Any terms or conditions on a quote, purchase order, order confirmation, invoice, or other similar document related to this Agreement are void. This Agreement, and each of its provisions, shall inure to the benefit of, be binding upon, and be enforceable against each party hereto and their respective permitted successors, assigns, transferees and delegates. |
| 9.2 | If a court of competent jurisdiction finds any provision of the Agreement illegal, unenforceable or beyond the contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. |
| 10. | GOVERNING LAW AND JURISDICTION |
| 10.1 | To the extent Texas Govt. Code Chapter 2260 is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General, must be used by STC and Speaker to attempt to resolve any claim for breach of contract made by Speaker that cannot be resolved in the ordinary course of business. STC's Vice President for Finance & Administrative Services will examine the Speaker's claim and any counterclaim and negotiate with the Speaker in an effort to resolve such claims. The parties specifically agree that: (i) neither the execution of the Agreement by STC nor any other conduct, action or inaction of any representative of STC relating |

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| | to the Agreement constitutes or is intended to constitute a waiver of STC's or the state's sovereign immunity to suit; and (ii) STC has not waived its right to seek redress in the courts. |
| 10.2 | ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE GOVERNED BY TEXAS LAW, EXCLUDING ITS CONFLICT OF LAWS RULES AND, SUBJECT TO THE PROVISIONS OF <i>TEXAS GOVT. CODE</i> CHAPTER 2260, WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF HIDALGO COUNTY, TEXAS; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS. |
| 10.3 | This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to STC or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to STC or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. |
| 11. | COUNTERPARTS AND SURVIVAL |
| 11.1 | The parties may execute this Agreement using electronic signatures, electronic copies, and in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. |
| 11.2 | The terms and conditions of this Agreement that by their nature require performance by either party after the termination of the Agreement, including, without limitation, confidentiality obligations, limitations of liability, exclusions of damages, indemnification obligations, and governing law, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this Agreement, shall be and remain enforceable after such termination of the Agreement for any reason whatsoever. |
| 12. | ACKNOWLEDGEMENTS |
| 12.1 | The Speaker acknowledges that pursuant to <i>Texas Local Govt. Code</i> Chapter 176, all vendors who contract or seek to contract with a "local governmental entity" such as STC may be required to complete a conflict of interest questionnaire ("CIQ") if such vendor has a relationship with an officer of STC who is considered a "local government officer" or with a family member of such officer. If completion of a CIQ is required as of the Effective Date, or at any time during the term of this Agreement, the Speaker shall file the CIQ with STC's Vice President of Finance & Administrative Services. At https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf , the Speaker can find the official CIQ form along with a list of STC officers who are defined by Chapter 176 as "local government officers." Speaker's Initials: _____ |

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| 12.2 | <p>The Speaker acknowledges that pursuant to <i>Texas Education Code</i> § 44.034, a person or business entity, excluding publicly-traded companies and certain vendors of library goods and services, that does business with STC, must notify STC if such person, or an owner or operator of such business entity, has ever been convicted of a felony, and must include in the notification a general description of the conduct that resulted in the felony conviction. At https://finance.southtexascollege.edu/purchasing/purchase/files/Form-Criminal-History.pdf, the Speaker can find a Criminal History Disclosure Form (“CHDF”) which may be used for this purpose. If the Speaker is required to submit a CHDF pursuant to § 44.034 as of the Effective Date or at any time during the term of this Agreement, the Speaker shall send the CHDF to STC’s Vice President of Finance & Administrative Services with a copy to STC’s Director of Purchasing.</p> <p>Speaker’s Initials: _____</p> |
| 12.3 | <p>If the Speaker is a taxable entity subject to the Texas Franchise Tax (Texas Tax Code Chapter 171), the Speaker certifies that the Speaker is not currently delinquent in the payment of any taxes due under Chapter 171 or that the Speaker is not subject to those taxes.</p> |
| 12.4 | <p>Pursuant to Texas Govt. Code Chapter 2252, the Speaker certifies that the Speaker is not engaged in business with Iran, Sudan, or a foreign terrorist organization. The Speaker acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.</p> |
| 12.5 | <p>Pursuant to Texas Govt. Code § 2274.0102 dealing with access to critical infrastructure, the Speaker certifies that the Speaker is not ineligible to receive or enter into this Agreement. The Speaker represents and warrants that: (a) the Speaker does not, and will not for the duration of this Agreement, boycott energy companies or have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or (b) these verifications required by Texas Govt. Code Chapter 2274 do not apply to this Agreement. If circumstances relevant to this representation change during the course of the Agreement, the Speaker shall promptly notify STC.</p> |
| 12.6 | <p>Pursuant to Texas Health and Safety Code § 161.0085 pertaining to “vaccine passports,” the Speaker is not ineligible to receive or enter into this Agreement. Under Texas Govt. Code §§ 2155.006 & 2155.0061 dealing with the misuse of disaster relief funds and prohibitions on human trafficking respectively, the Speaker certifies that the individual or business entity named in this Agreement is not ineligible to receive or enter into this Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.</p> |
| 12.7 | <p>In accordance with Texas Family Code § 231.006 with respect to child support obligations, the Speaker is not ineligible to enter into or receive any payment under this Agreement, and the Agreement may be terminated and payment may be withheld if this certification is inaccurate. The Speaker agrees that any payments due under this Agreement shall be directly applied towards eliminating any debt or delinquency the Speaker has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support as required by Texas Govt. Code § 2252.903.</p> |
| 12.8 | <p>a) The Speaker has not given or offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an STC employee, a member of STC’s Board of Trustees or any public servant in the State of Texas in connection with this Agreement.</p> |

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| | b) Neither the Speaker nor its principals, if any, are suspended or debarred from doing business with the state or federal government as listed on the <i>State of Texas Debarred Vendor List</i> maintained by the Texas Comptroller of Public Accounts and the <i>System for Award Management (SAM)</i> maintained by the General Services Administration. |
| 12.9 | In addition to any other obligations set forth herein, the parties acknowledge that they and their employees and agents may, during the term of the Agreement, come into possession of proprietary or confidential information owned by or in possession of the other. Neither party shall modify, reproduce, use for its own benefit, or otherwise disclose such information to another person, firm, corporation, or other organization, unless required by law. |
| 12.10 | The Speaker represents and warrants that the provision of the Service or other performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. |
| 12.11 | Performance by STC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (“Legislature”) and/or allocation of funds by STC’s Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, STC may provide written notice to the Speaker and terminate this Agreement without further duty or obligation. The Speaker acknowledges that appropriation, allotment and allocation of funds are beyond STC’s control. |
| 12.12 | The Speaker acknowledges 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 under <i>Texas Education Code</i> § 51.9335(c). The Speaker shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. |
| 12.13 | The parties acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions. |

Notice: STC policy prohibits contracting with a current employee or with a former employee unless the Effective Date of the Agreement is 12 months or more after the date of termination of employment. Any contract in violation of this policy shall be void.

***If the total amount paid will be in excess of \$1,000.00, the signature of the STC President on the Agreement is required in order to be binding on STC.**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date stated above.

SPEAKER

By: _____

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| Name: | |
| Title: | |
| Date: | |

SOUTH TEXAS COLLEGE (STC)

By: _____

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| Name: | *Dr. Ricardo J. Solis |
| Title: | President |
| Date: | |

By: _____

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| Name: | |
| Title: | |
| Date: | |

Attachment A

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| Engagement Date: <u>Or, if multiple days,</u> | | |
| Commencement Date: | Termination Date: | |
| Description of the Services: | | |
| Fees and Expenses*: | Speaking Fee: | \$ |
| | Expenses: <ul style="list-style-type: none"> • Travel • Lodging • Per Diem • Other | \$ \$ \$ \$ |
| | Total Not-to-Exceed Amount: | \$ |
| <p>*Any expenses must be i) reasonable, ii) necessary in order to provide the Services pursuant to this Agreement, iii) actually incurred by the Speaker, and iv) verifiable.</p> | | |
| <p>Payment Terms: Unless otherwise indicated by STC, after the Speaker concludes the Services, the Speaker shall sign a Services Rendered Form (SRF) prepared by STC for payment processing.</p> <p>In lieu of the SRF, the Speaker may submit an invoice. The invoice must describe the Services rendered and contain such other information and be accompanied by any documentation, such as expense verification receipts, reasonably requested by STC.</p> <p>If the Speaker is in compliance with the Agreement, STC shall pay the Speaker within 30 days of receiving either the signed SRF or the approved invoice.</p> <p>Note: In order to process the SRF or invoice, the Speaker must provide, or have on file with STC, a current IRS form W-9.</p> | | |

Speaker's Initials _____