

	NORTHERN ARIZONA UNIVERSITY Contracts, Purchasing and Risk Management GUEST LECTURER/SPEAKER/PERFORMER 928-523-4557	RETURN TO: PO Box 4124 NAU-Purchasing@nau.edu Revised 09/22/2022
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Information
Northern Arizona University (NAU) employees shall not receive payment as a Guest Lecturer/Speaker/Performer. Employee payment shall be disbursed through the applicable payroll system. Should the below definition(s) not satisfy the department needs, contact Contracts, Purchasing, and Risk Management at 928-523-4557.
<input type="checkbox"/> Guest Lecturer: A Guest Lecturer shall be defined as an individual distinguished in his or her field of specialization who shall visit NAU for two weeks or less to lecture or provide other academic learning experiences in the classroom.
<input type="checkbox"/> Speaker: A Speaker shall be defined as an individual distinguished in his or her field of specialization who shall visit NAU to provide speaking engagements, such as keynotes and symposia. In no event shall a speaking engagement exceed two weeks.
<input type="checkbox"/> Performer: A Performer shall be defined as an individual distinguished in his or her field of specialization who shall visit NAU and conduct artistic classes or performances and the number of performances shall be minimal.
Requests for services shall be made through a Purchase Request Ticket .

Agreement/Contract
This document shall serve as the complete Agreement/Contract between the parties. No additional documents shall form a part of this Agreement/Contract to include but not limited to agent/broker contracts, performance riders, other demand documents presented by the Guest Lecturer, Speaker, or Performer.

Recipient		
Name:		
Street Address:		
City:	State:	Zip Code:
Country:		

Engagement Details
Fee: \$
Event Date(s) and Location:
Describe in detail the purpose of this engagement:
Term: Net 30 in accordance with A.R.S. 35-342

Terms and Conditions
1. Indemnification: Guest Lecturer/Speaker/Performer shall indemnify, defend, save and hold harmless the Arizona Board of Regents for and on behalf of Northern Arizona University and the State of Arizona, its departments, agencies, boards, commissions, universities and their officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in

part, by the negligent or willful acts or omissions of Guest Lecturer/Performer/Speaker or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Guest Lecturer/Speaker/Performer to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Guest Lecturer/Speaker/Performer from and against any and all claims. It is agreed that Guest Lecturer/Speaker/Performer shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Guest Lecturer/Speaker/Performer agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from services performed by the Guest Lecturer/Speaker/Performer for the State of Arizona.

2. Cancellation for Conflict of Interest. Notice is hereby provided that in accordance with ARS Section §§38-501 through §§38-511 (conflict of interest), the work contemplated herein, does not create a conflict of interest.

3. Non-discrimination. Guest Lecturer/Speaker/Performer agrees to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704), nondiscrimination (Executive Order 11246), including the Americans with Disabilities Act, and affirmative action. Guest Lecturer/Speaker/Performer shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, or national origin.

4. Inspection and Audit. All books, accounts, reports, files and other records relating to this Contract shall be subject at all reasonable times to inspection and audit by Northern Arizona University, or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Contract. Such records shall be produced at Northern Arizona University, or such other location as designated by Northern Arizona University, upon reasonable notice to Guest Lecturer/Speaker/Performer.

5. COVID-19 Pandemic Protocols. When providing services on Northern Arizona University owned or leased property, Guest Lecturer/Speaker/Performer shall make health and safety a priority and reduce COVID-19 risks. Guest Lecturer/Speaker/Performer acknowledges awareness of and shall comply with the University's Contractor and Supplier Requirements found at <https://in.nau.edu/contracting-purchasing-services/contractors-and-suppliers/>. Northern Arizona University reserves the right to request written documentation to validate compliance.

6. Independent Contractor. For all purposes under the terms of this Contract, Guest Lecturer/Speaker/Performer shall be an Independent Contractor, and not an officer or employee of Northern Arizona University. Northern Arizona University shall provide no benefits to Guest Lecturer/Speaker/Performer, including but not limited to Worker's Compensation coverage, regularly afforded to staff, faculty, administrative, or professional employees. In performance of services hereunder, Guest Lecturer/Speaker/Performer shall provide whatever tools, equipment, vehicles, and supplies Guest Lecturer/Speaker/Performer may determine to be necessary in performance of services hereunder.

Authorized Signatory	
Guest Lecturer/Speaker/Performer Name:	
By signing below, I hereby accept NAU's terms and conditions stated herein.	
Signature:	Date:

Dean or Director Signatory		
Department:	Phone:	Date:
Name:	Signature:	