

Please see table below to determine which Honorarium Agreement is appropriate:

	Service Provider is a <u>U.S. Person/Citizen</u>	Service Provider is a <u>Non-U.S. Person/Citizen</u>
Services performed <i>inside</i> the U.S.	Use the “DePaul University Honorarium Agreement for Individuals”	Use the “DePaul University Honorarium Agreement for Individuals”
Services performed <i>outside</i> the U.S.	Use the “DePaul University Honorarium Agreement for Individuals”	Use this Agreement

DePaul University International Honorarium Agreement for Individuals

Note: This Agreement should only be used for honoraria being given for services provided outside of U.S. borders by a non-U.S. person. This agreement may not be used for honoraria being given for services provided within U.S. borders. Payments under this agreement for more than \$500 may **not** be paid with cash.

This **DePaul University Honorarium Agreement** (“Agreement”) is entered into by and between DePaul University (“DePaul”), an Illinois not-for-profit corporation with headquarters in Chicago, Illinois, and Speaker, named below.

Speaker Name (*required*): _____

1. **Payment.** DePaul agrees to pay Speaker (check and fill-in all items that apply):

An honorarium payment of \$ _____ within ____ days after Speaker completes their Services.

Additional items or notes (if any): _____.

2. **Services.** Speaker agrees to perform the following Services:

Topic/Presentation Title: _____

Date/Time/Duration: _____

Location: _____

3. **Relationship.** Speaker is an independent contractor and not an employee, agent, joint venturer or partner of DePaul. Speaker assumes full and sole responsibility for the payment of their state and federal income tax, unemployment insurance, social security, disability insurance and other taxes, fees or costs resulting from compensation under this Agreement.

4. **Copyright and Licensing.** Speaker **does or** **does not** give DePaul rights to record the Services in audio, video and photographic format and to reproduce, distribute, and/or publicly display such recording(s), electronically or in print, for educational or non-commercial purposes.

5. **Indemnification.** Speaker shall, at all times after the date of this Agreement, indemnify, defend, and hold harmless DePaul and DePaul’s trustees, directors, officers, faculty, employees, affiliates, and agents, past or present against all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses, and fees (including reasonable attorneys’ fees) arising out of or relating to any actual or alleged (i) misrepresentation, breach of warranty, breach of promise, or

breach of covenant by Speaker of any representation, warranty, promise, or covenant in this Agreement; (ii) personal injury or property damage caused, in whole or in part, by the acts, errors or omissions of Speaker arising out of or related to Speaker's Services; and (iii) infringement by Speaker of any third party's patent, trademark or copyright.

6. **Miscellaneous.** Speaker shall not be entitled to any compensation in the event of a failure or refusal to perform the Services, whether due to illness, accident or otherwise. This Agreement embodies the entire understanding between the parties and may not be amended or changed in any way except by a written instrument signed by both parties. This Agreement may not be assigned without the written consent of the non-assigning party. This Agreement shall be governed in all respects by the laws of the State of Illinois. The parties to this Agreement agree to use the State of Illinois for jurisdiction and the County of Cook as venue for any disputes between the parties.
7. **Tax Representation.** Speaker agrees to provide any and all DePaul international and U.S. tax documents, as may be requested by DePaul, including, but not limited to Internal Revenue Service Forms W-8, necessary to fulfill its reporting and withholding obligations. Speaker represents that no Services provided in connection with this Agreement have or will be performed within U.S. borders, that any payments received in connection with this Agreement are not effectively connected to a U.S. trade or business, and that they are not a U.S. citizen or resident alien for tax purposes (attach completed IRS Form W-8BEN), and is not required to submit a W-9 or its substitute.

AGREED TO AND ACCEPTED:

FOR SPEAKER

FOR DEPAUL UNIVERSITY

Signature

Signature

Print or type name

Print or type name

Title

Title

Date

Date

Phone number

Email