

Date: _____

University Contact: _____

This UNIVERSITY GUEST PRESENTER RECORDING AGREEMENT is for rendering of personal services for the scholarly engagement described below:

Sponsoring Area of The Pennsylvania State

University (hereinafter referred to as "University"): _____

Guest Presenter, Lecturer, and/or

Speaker (hereinafter referred to as "Guest Presenter"): _____

1. Guest Presenter agrees to digitally record themselves giving the presentation (the "Presentation"). Guest Presenter acknowledges and agrees that they are solely responsible for any and all equipment necessary to create the digital recording of the Presentation (the "Recording") and for providing the Recording to the University in a mutually agreed upon digital format:

Name of Presentation: _____

Date Recorded: _____

2. Special instructions or details regarding Presentations and/or Recording:

University agrees to pay a fee to Guest Presenter (the "Fee"): _____

Additional Costs and Expenses (if any) to be reimbursed by University to Guest Presenter: _____

Check Payee: _____ SIMBA Supplier #: _____

Guest acknowledges that Guest's relationship with the University is that of independent contractor.

If Guest Presenter is being paid directly, residency status (for tax purposes only) must be declared by Guest Presenter and must provide the indicated documentation:

- Guest is a United States Citizen - also complete the [Non-Employee Information Form](#) and submit with this form
- Guest is a Permanent Resident - also complete the [Non-Employee Information Form](#) and submit with this form
- Guest is a Resident for Tax Purpose - also complete the [Non-Employee Information Form](#) and submit with this form
- Guest is neither a United States Citizen nor a Permanent Resident - also complete the [Non-Employee Information Form](#) and provide all required documentation to authorize payment (see [Non-US Citizen Payment Guidelines](#) for details).

3. Guest Presenter owns the Presentation. University shall own the Recording, and Guest Presenter hereby assigns their entire right, title, and interest in the Recording to the University. Guest Presenter understands that University will use, reproduce, display, distribute, adapt, modify, broadcast, create derivative works and otherwise explore (via television, radio, print media, internet, webcasts, podcasts, other streaming services, original programming, or through any other communication medium existing or later created) the Recording. Guest Presenter hereby authorizes and irrevocably consents to the use of their name, likeness, and voice in the Recording for University's use. Guest Presenter hereby retains and University hereby grants a non-exclusive license to use the Recording for Guest Presenter's non-commercial purposes.

4. Guest Presenter represents and warrants that (a) Guest Presenter has the right and authority to enter into this Agreement; (b) has the entire rights necessary to grant the licenses herein; and (c) the Presentation is the Guest Presenter's original work and will not infringe on any third party rights.

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For Guest Presenters, Lecturers, and Speakers

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5. Guest Presenter agrees to indemnify and hold the University harmless from and against any and all claims, damages, liabilities, injuries, expenses or losses, including, but not limited to, reasonable attorney's fees and costs, by reason of any suit, claim, demand, judgment or cause of action initiated by any person, or an award of damages arising out of or in connection with University's use or transmission of the Recording or any breach of this Agreement by the Guest Presenter, including any claims of infringement, unless and to the extent that the claim results from the negligence or willful misconduct of the University.

6. The Guest Presenter is retained by University solely for the purposes and to the extent set forth in this Agreement, and the Guest Presenter's relationship to University for purposes of this Agreement shall be that of an independent contractor.

7. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by a written agreement executed by the Parties. The Guest Presenter shall not assign any rights or obligations under this Agreement without the prior written consent of University. University may terminate this agreement with 24 hours prior notice to Guest Presenter. This Agreement may be executed in multiple counterparts.

Guest Presenter:

Print Name: _____

Address: _____

Signature: _____ Date: _____

The Pennsylvania State University

Print Name: _____

Title: _____

Authorized Signature: _____ Date: _____

Office of Central Procurement
Authorized Signature: _____ Date: _____

Assistant Treasurer Signature: _____ Date: _____