

APPEARANCE AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, 20 ____, by and between _____ hereinafter referred to as "Speaker" and THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, hereinafter referred to as "University".

WITNESSETH:

1. University hereby engages the services of _____ Speaker to provide for the University the appearance of _____ Speaker for a presentation/speaking engagement at the time and place and under the conditions hereinafter set forth:

a. Date of Presentation/Speaking Engagement: _____

b. Time of Presentation/Speaking Engagement: _____

c. Topic or Title of Speech: _____

d. Location for Presentation/Speaking Engagement: _____

Additional Special Conditions, e.g., master classes, luncheon meeting, news conference, rounds, etc:

2. University agrees to pay Speaker the sum of _____ Dollars (\$_____) for the services by Speaker called for hereunder, payment to be made by University check or electronic funds payment within 30 days from completion of services hereunder. The Payee's mailing address is: _____

3. That all correspondence relating to the presentation/speaking engagement shall be directed to _____ for the University and _____ for the Speaker.

4. University agrees to provide at its own expense the location for the speaking engagement, properly lighted and heated and/or cooled, with a suitable public address system if one is required.

5. Speaker agrees to provide the services hereinbefore set forth in accordance with all aforesaid conditions and Speaker shall furnish University with press/promotional information and information to be used during the presentation/speaking engagement, including preferred photo, links to biographical information and videos. University shall consult with Speaker and/or Speaker's representative prior to publishing or circulating promotional material. Speaker hereby represents, warrants, and agrees that Speaker holds all rights and authority to said material, and permits the University to use said material for promotional and/or advertising purposes. In addition, Speaker hereby grants University the right to broadcast and/or electronically post in all media known or hereafter devised, any part of the presentation/speaking engagement.

6. Either party may cancel the appearance and both parties thereto shall be released from any liability hereunder if, in the judgment of The Curators of the University of Missouri, it is impractical or undesirable to present such performance due to such accidents, or accidents to means of transportation, riots, strikes, epidemics, destruction of the appearance location, acts of God, sickness, acts or regulations of governmental or school authorities, or other legitimate conditions beyond the control of The Curators of the University of Missouri, as may either prevent appearance or render receipt of appearance valueless; and if Speaker or one or more member of the production cannot appear because of ill health, physical disability or other reasons beyond the control of the Speaker, or if Speaker be prevented by acts of God, regulation of public authority or other circumstances beyond the control of the Speaker from presenting or appearing for the engagement.

7. That Speaker and its agent shall be solely responsible for compliance with any rules or regulations, or responsibilities required by any organization with which the Speaker or its employees are members or to which they may be contractually bound, and University shall have no liability, duty or obligation therefor.

8. The Speaker shall indemnify the University and hold it harmless from all loss or damage which it may sustain by reason of injury to any person due to the neglect or willful act of agent or speaker or the employees, servants or agents of Speaker, in the performance of this agreement, including defending, at agent or Speaker's own expense, such claims as may be asserted for loss or damage against the University arising out of Speaker's performance of this agreement.

9. No member or officer of the Board of Curators of the University of Missouri incurs or assumes any individual or personal liability by the execution of this contract or by reasons of default of the University in the performance of any of the terms hereof. All such liability of members or officers of the Board of Curators of the University of Missouri as such is hereby released by Agent and/or Speaker as a condition of and consideration for the execution of this contract.

10. The individuals signing on behalf of the University and Speaker shall not be personally liable for the performance of any of the terms of this contract or be under any liability under this contract except that they each warrant their authority to sign on behalf of the University and the Speaker.

11. This agreement may not be assigned by either party without the written consent of the other party.

12. Debarment and Suspension Certification – The Speaker certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

13. Non-Discrimination: In connection with the furnishing of equipment, supplies, and/or services under the Contract, the Speaker and all subcontractors shall not discriminate against any recipients of services or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, age, disability, protected veteran status, or any other status protected by applicable state or federal law and federal funds, if any, may not be used for programs that discriminate based on any such protected status.

14. If Agreement is for \$100,000 or more, and if Speaker is a company with ten (10) or more employees, then Speaker certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives, executed this agreement as of the day and year first above written.

THE CURATORS OF THE UNIVERSITY
OF MISSOURI

SPEAKER

Signature

Signature

Title

Title

Date

Date

Are you a citizen or resident of the U.S.? Yes _____ No _____

If answer "No", please verify that your current immigration status, as listed on the DHS I-94 Arrival / Departure Record, permits payment for services. **Follow payment procedures listed in the University of Missouri System - Foreign Visitor Tax Guide under Compensation for Independent Personal Services.**

Current DHS classification: _____

Country of permanent residence: _____

Tax treaty and treaty article: _____

Note: Missouri Tax: Pursuant to RSMo 143.183 the University is required to deduct and withhold state tax from payments to individuals, partnerships, and corporations who are not residents of Missouri or that are not registered as a corporation in this state for any vocal performance conducted in this state before a live audience, if the payment is in excess of \$300. This tax is applicable to speaking engagements only when admission to the event is charged. The amount of the tax is 2%.

The University will comply with applicable federal and state laws including the Foreign Account Tax Compliance Act which may require the University to withhold and remit to the US Treasury a percentage of payments to certain foreign vendors.