

MARQUETTE UNIVERSITY SPEAKER AGREEMENT
(\$1,000 or less)

This Speaker Agreement ("Agreement") is made by and between (name of organization) _____ student organization at Marquette University ("Marquette") and the Speaker identified in Item 1 below, for Speaker's personal services at the engagement specified in Item 2 below:

1. **Speaker.** Speaker's Name: _____
Company/Agency Name, if Applicable: _____
Street Address: _____
City/State/ZIP: **(if not a resident of Wisconsin, note Item 5 below)** _____
Country: **(if not a U.S. citizen or permanent resident, note Item 6 below)** _____
Speaker's SS# or TIN: _____

2. **Engagement.**
Engagement Date / Time: _____
Engagement Location: _____
Speaker Topic / Title: _____

3. **Compensation.** Marquette shall compensate Speaker as follows (check and complete those that apply):

A stipend check, following completion of the presentation \$ _____

The total amount of the stipend, plus any transportation, hotel, and meal expenses of the Speaker paid directly by Marquette, may not exceed One Thousand Dollars (\$1,000). Expenses may not exceed the amounts and types approved for employee reimbursement under Marquette University UPP 1-09.

4. **Relationship.** The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Speaker shall not become an employee of Marquette by acting under this Agreement. Speaker shall be responsible for any and all contributions and deductions, including but not limited to, taxes and social security contributions.

5. **Restrictions on Compensation to Non-Resident Aliens.** If Speaker is a non-resident alien entering the U.S. to speak at the above-referenced engagement, Speaker acknowledges that it is Speaker's sole responsibility to obtain appropriate non-immigrant classification before entry into the U.S. Speaker must provide reasonable documentation to substantiate Speaker's non-immigrant status (i.e., passport entry stamp) before Speaker receives compensation. Speaker understands that if he or she fails to obtain appropriate non-immigrant classification or fails to provide proof of same, Marquette may be prohibited from paying Speaker the compensation enumerated in Item 3 of this Agreement.

In addition, Speaker represents that he or she is in compliance with the provisions of INA §212(q) concerning the above compensation, including, but not limited to the following:

- Speaker's engagement at Marquette will not exceed nine (9) days; and
- Speaker has not accepted similar payments from more than five (5) institutions or organizations within the past six months.

6. **Miscellaneous.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Wisconsin. This Agreement may not be assigned without the written consent of the other party. Any signed document transmitted by fax shall be considered an original document and shall have the binding and legal effect of an original document.

The foregoing terms are agreed to and accepted by:

Student Organization at Marquette University

SPEAKER

Officer sign name to the right of the X

X _____

X _____

Print Name: _____

Date: _____

Title: _____

Date: _____

ATTACH COMPLETED AND SIGNED: IRS FORM W-9, OR IRS FORM W-8 and INDEPENDENT CONTRACTOR VERIFICATION FORM (ICVF) IF OVER \$600.

OGC (2017)