



GUEST LECTURER / SPEAKER / ARTIST AGREEMENT

LSA _____

THIS AGREEMENT, made and entered into this ____ Day of _____, 20__ in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, on behalf of **California State University, Bakersfield**, hereinafter referred to as “**CSUB** _____”, hereinafter referred to as “Contractor.” Hereinafter individually referred to as “Party” or collectively referred to as “Parties.”

ATTESTATION: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulation of CSUB hereinafter expressed, does hereby agree to furnish to CSUB services and materials as follows:

Contractor agrees to provide the following services under these terms and conditions:

- 1) Contractor certifies it is not a current or former CSU employee or current CSU student.

Contractor Initials: _____

- 2) **Agreement Term**

This Agreement covers the period of _____ through _____ unless terminated earlier under the provisions of this Agreement.

- 3) **Purpose of Visit:**

- 4) **Contractor’s Scope of Work**

The Contractor will provide CSUB with the following services (or attach *Scope of Work, Proposal, or Quote*):



GUEST LECTURER / SPEAKER / ARTIST AGREEMENT

LSA _____

5) Location of Work:

Please provide a specific building on the CSUB campus.

6) Fees to be Provided by CSUB to Contractor

As of January 1, 2024, California State University updated its travel policy.

- Meals and incidentals for guests will be paid at a flat \$59 per diem.
 - No receipts are required for meals or incidentals.

To read the full CSUB Travel Policy, click [here](#).

The consideration to be paid to the Contractor, as described below, shall be in full compensation for all of Contractor’s expenses incurred in the performance hereof, including travel and per diem.

CSUB agrees to furnish the following to the Contractor. **Enter amounts in all applicable fields:**

1. Speaking Fee	\$
2. Travel Expenses Reimbursement Amounts	
Airfare	\$
Hotel	\$
\$59 Per Diem (Meals & Incidentals)	\$
Other (Detail on receipt)	\$
Total Travel Expenses Reimbursement	\$
Grand Total to Be Paid (1+2)	\$

7) Commencement of Work

Contractor shall not commence work under the Agreement until:

- a) Contractor has received a fully executed Agreement and given approval by the CSUB Representative (See Section 10 below).
- b) Contractor has completed Supplier Registration through the CSUBUY Supplier Portal. [Contact CSUBUY@csub.edu or your campus contact to request an invitation to the CSUBUY Supplier Portal.



GUEST LECTURER / SPEAKER / ARTIST AGREEMENT

LSA _____

8) Payment

In consideration for the performance of service, CSUB shall pay the Contractor up to the cumulative amount of the purchase order or approved quote, not to exceed the total amount. Contractor shall submit a detailed invoice for services rendered through their CSUBUY Supplier Portal. Contractor must also provide tax identification number by completing their Supplier Registration through the CSUBUY Supplier Portal per Section 7 above Provided that all deadlines and deliverables are fulfilled by the Contractor, payment in full will be issued **Net 30 days** from the day of the event.

9) Tax Withholding

CSUB shall withhold from the compensation, as described above, the full amount of all taxes required to be withheld by the laws of the State of California. CSUB is required to withhold taxes in the amount of seven (7) percent from all payments made to **nonresident Contractors who are paid for a service provided in California** when payments exceed \$1,500.00 in a calendar year. CSUB will pay such amount withheld directly to the California Franchise Tax Board to be credited to the Contractor’s California State Income Tax Account(s), settlement of which must be made by the Contractor with the State of California through the State of California Franchise Tax Board.

In addition, **foreign Contractors** will also have a 30% federal tax withheld from their total U.S. income **unless they are a legal resident of a country that has a tax treaty with the U.S.** CSUB will pay any amount withheld directly to the Internal Revenue Service.

Contractor Initials: _____

10) Contacts

CSUB Representative:

Name: _____

Title: _____

Department: _____

Phone Number: _____

Email: _____

Contractor Representative:

Name: _____

Title _____

Address: _____

Phone Number: _____

Email: _____

11) Independent Status

The Contractor is not to be considered an agent or employee of CSUB for the purposes of this contracted service, and no joint venture or principal-agent relationship exists. The Contractor is not entitled to any of the benefits that CSUB provides its employees.

12) Termination

Excluding Force Majeure events per section 15 below, either Party may terminate this Agreement without cause by giving 30-days prior written notice. Should this occur, payment will be made for work



GUEST LECTURER / SPEAKER / ARTIST AGREEMENT

LSA _____

satisfactorily completed. Should termination occur as a result of Contractor's default, CSUB shall be entitled to collect from Contractor any cost required to rectify and correct damages.

13) Entire Agreement

The authorized signatures affixed below indicate consent to the terms of this Agreement. This Agreement also includes terms and rates stated in any attached rate sheet. In the case of any discrepancies between CSUB and the Contractor, the order of precedence for documents is as follows:

- This Agreement;
- Rate Sheet, Proposal, or Quote (to be attached by Contractor)

14) Smoke and Tobacco Free Campus

Please be aware that the University is a smoke and tobacco-free campus. This includes, but is not limited to, vaping, chewing tobacco, e-cigarette, and cigarette.

15) Force Majeure

Neither the Contractor nor CSUB shall be liable for termination or the failure to appear, present or perform if such termination or failure is caused by a Force Majeure event directly affecting either Party.

Force Majeure shall mean acts of a public enemy; fires; floods; explosions; incidences of disease or illness that reach epidemic, endemic, or pandemic proportions; quarantine restrictions; freight embargos; strikes; boycotts; obstructive actions by labor organizations; demonstrations; riots; earthquakes; tidal waves; landslides; tsunamis; tornados; named storms; and other acts of God not attributable to the fault, negligence, or willful misconduct of the Party claiming Force Majeure, is outside of the reasonable control of such Party, and could not have been prevented through the exercise of due care and reasonable diligence by the Party claiming Force Majeure.

16) Insurance

Contractor shall furnish to CSUB, prior to commencement of work, a certificate of insurance stating that there is General Liability coverage presently in effect for the Contractor with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence, and Workers' Compensation statutory including Employer's Liability Insurance with limits of \$1,000,000 per accident, per disease and per employee as required by law, including a waiver of subrogation by endorsement in favor of the named insureds for the Workers' Compensation. The State of California, Trustees of the CSU, CSUB, and each of their officers, directors, employees, and agents shall be named as additional insured by endorsement.

Under certain circumstances, a waiver or modification of the above insurance requirements may be considered by CSUB and adequately documented and attached to this agreement. **If a waiver is desired, complete the [Liability Waiver Form](#) and include with Agreement.**

17) Indemnification



GUEST LECTURER / SPEAKER / ARTIST AGREEMENT

LSA _____

The Contractor agrees to indemnify, defend and hold harmless the State of California, Board of Trustees of the California State University, the California State University, CSUB, each of their officers, directors, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, and is effective upon the date first above written.

**Trustees of the California State University
California State University, Bakersfield**

Contractor

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

Marina Manzano

PRINT NAME

PRINT NAME

Director of Procurement, Contract and Distribution Services

TITLE

ADDRESS – LINE 1

DATE

ADDRESS – LINE 2

DATE

REQUESTOR:
DEPARTMENT:
REQUISITION NUMBER: