**Instructions for Guest Lecturer/Presenter Zero Dollar ($0.00) Contract**

This contract is to be used outside of Marketplace. Since there is no cost, it does not require a vendor to be set up in the State of Minnesota vendor supply system.

**If presenter is an employee of another MinnState campus or system office do not use this contract.**

Complete the contract either in the fillable Word version, or print and complete in ink. Presenter should sign the contract at the time of the lecture or presentation, and the contract given to the appropriate Dean to sign and return to Business Services.

**Paragraph under Parties:**

The contractor’s name must be their legal name (First Name and Last Name) and address.

1. **Term**

The end date of the contract should be the date following the presentation.

1. **Duties**

Specific Location of Presentation: Include Address, building Name and Room Number. We encourage the campus to review whether the topic of this presentation and the selection of this presenter aligns with the equity, diversity, and inclusion mission, vision and goals of Minnesota State.

**13. Intellectual Property**

Choose one of the paragraphs and delete (or strike out) the other. Have the presenter initial the stricken paragraph.

1st paragraph [Use this language when Minnesota State is commissioning the presentation and wishes to retain all intellectual property created by the Presenter. If in doubt, use this language.]

2nd paragraph [Use this language when the Presenter wishes to retain all of the intellectual property associated with their presentation. Most commonly used when the presentation is not commissioned by Minnesota State.]



## Guest Lecturer/Presenter Contract (No-cost)

## Parties

This contract is between:

The State of Minnesota through the Board of Trustees of the Minnesota State Colleges and Universities Bemidji State University (“Minnesota State”), located at 1500 Birchmont Drive and,

enter name and address here an independent contractor not an employee of the State of Minnesota (“Presenter”).

## Background

* Presenter represents that he/she is not a current state employee, and
* Presenter represents that he/she has not received an early separation incentive under Minnesota State Colleges and Universities Board Policy 4.11, Board Early Separation Incentive Program (BESI), during the one-year period prior to the effective date of this contract.

The parties agree as follows:

1. **TERM.**

This contract is effective on the date the final signature is obtained and terminates on Insert Date, 20

1. **DUTIES.**

Presenter will deliver the following agreed upon services (“Presentation”) as described below:

Name/Title of Presentation:

Brief Description of Presentation:

Date(s) and Time(s) of Presentation:

Length of Presentation(s):

Specific Location of Presentation

1. **CANCELLATION**.

Either party may cancel this agreement upon *ten (10)* days notice to the other party prior to the event.

1. **ASSIGNMENT**.

Presenter shall not assign or transfer any rights or obligations under this agreement.

1. **LIABILITY.**

Each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law. The liability of Minnesota State is governed by the Minnesota Tort Claims Act, Minnesota Statute §3.736, and other applicable laws.

1. **USE OF NAME.**

Presenter shall not use any name, trade name, trademark, or other designation of Minnesota State (and its colleges and universities) in advertising, publicity, promotional, or any other activities or context without express written consent from Minnesota State in each case. Presenter may contact the authorized representative of Minnesota State, identified below, for such permission.

1. **DATA DISCLOSURE**.

As a condition of this agreement, Presenter is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require Presenter to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

1. **INDEPENDENT CONTRACTORS.**

Minn. Stat. §256.998 requires Minnesota State to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Agreement is for less than two months in duration with gross earnings of less than $250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

1. **MINNESOTA GOVERNMENT DATA PRACTICES ACT**.

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this agreement. The Presenter and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Presenter in accordance with this agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Presenter or Minnesota State.

In the event the Presenter receives a request to release the data referred to in this clause, the Presenter must immediately notify Minnesota State. Minnesota State will give the Presenter instructions concerning the release of the data to the requesting party before the data is released.

1. **CONTROL OF PRODUCTION AND WARRANTY.**

Presenter represents and warrants that during the Presentation, its conduct shall comply with Minnesota State Board policies and state and federal law. Presenter shall have control over the Presentation; provided, however, that Presenter shall not engage in any obscene behavior, nor shall Presenter encourage or entice patrons to engage in violent, destructive, or riotous behavior. Minnesota State retains the right to control all other aspects of the Presentation, including (i) sound levels and (ii) the right to stop the Presentation if, in an reasonable opinion of Minnesota State, the audience is becoming uncontrollable **or stopping the presentation is otherwise prudent for the safety of the Presenter and attendees.**

1. **INTELLECTUAL PROPERTY.**

Presenter assigns to Minnesota State all rights, title and interest in any intellectual property materials created by the Presenter that arise out of the performance of this agreement, including any materials disseminated as part of the presentation. Presenter represents and warrants that any such intellectual property does not infringe upon any contractual or intellectual property rights of another and shall indemnify and hold harmless Minnesota State, (and defend to the extent permitted by the Minnesota attorney general) at Presenter’s expense, from any action or claim brought against Minnesota State to the extent that it is based on a claim that all or part of the presentation or material associated with it infringe upon the contractual or intellectual property rights of another. Presenter shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees incurred by Minnesota State, arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

**OR**

Presenter retains all rights, title and interest in any intellectual property materials created by the Presenter that arise out of the performance of this agreement, including any materials disseminated as part of the presentation (the “Materials”). Presenter represents and warrants that any such intellectual property does not infringe upon any contractual or intellectual property rights of another and shall indemnify and hold harmless Minnesota State, (and defend to the extent permitted by the Minnesota attorney general) at Presenter’s expense, from any action or claim brought against Minnesota State to the extent that it is based on a claim that all or part of the presentation or material associated with it infringe upon the contractual or intellectual property rights of another. Presenter shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees incurred by Minnesota State, arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

Presenter grants to Minnesota State limited permission to use the Materials for internal non-profit educational purposes consistent with this agreement. Minnesota State shall not copy, display, or distribute the Materials without the prior written consent of Presenter.

1. **PRESENTATION AND RELEASE.**

Presenter hereby authorizes Minnesota State and its agents to record the Presentation on video tape, audio tape, film, photograph, or any other medium, and grants Minnesota State an irrevocable, royalty-free, non-exclusive license to use, reproduce, modify, distribute, digitize, translate, and publicly exhibit such recordings, in whole or in part, Presenter further consents to the use of his/her name, likeness, voice, and biographical material in connection with such recordings.

Presenter hereby releases Minnesota State, its successors and assigns, and all persons for whom it is acting from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the recording process, or any unintentional misspellings or inaccuracies and waive any right that he/she may have to inspect or approve the finished recordings.

1. **JURISDICTION AND VENUE.**

This agreement shall be governed by the laws of Minnesota. Venue for all legal proceedings arising out of this agreement, or breach thereof, shall be in a court with competent jurisdiction in Ramsey County, Minnesota.

1. **AUTHORIZED REPRESENTATIVES:**

All official notifications, including but not limited to, cancellation of this contract must be sent to the other party’s authorized representative.

* 1. Authorized representative of Minnesota State for the purpose of administration of this contract is:

Name:

Address:

Telephone:

E-Mail:

Such representative shall have final authority for acceptance of the Presenter’s services.

* 1. The Presenter’s authorized representative for the purpose of administration of this contract is:

Name:

Address:

Telephone:

E-Mail:

1. **SURVIVAL.**

The terms of section7, 11 and 13 shall survive termination or cancellation of this Agreement.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby**.** Approved:

**PRESENTER:**

|  |
| --- |
| Signature |
| Date |

**MINNESOTA STATE COLLEGES AND**

**UNIVERSITIES Bemidji State University**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**AS TO FORM AND EXECUTION:**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |