



## Office of Fiscal Services

## KSU Lecture Agreement Instructions

The KSU Lecture Agreement should be used for lectures that contribute to, or form a part of, the educational content of KSU courses and programs: e.g. class lectures, classroom presentations, or general presentations to students and faculty. It is a fixed, short-term agreement with an individual or entity.

1. Complete the Lecture Agreement Routing Form. An incomplete or incorrect routing form will delay payments to lecturers, as follow-up will be required with the department contact person. Attach any documentation that support your answers, as indicated.
2. Using OwlPay, determine if the lecturer is already in the system or whether a [Supplier Authorization/Registration Form](#) or [Form W-8BEN](#) (for foreign nationals) should be completed.
3. Complete the Lecture Agreement. Please note the following:
  - The lecturer name is the legal name of the vendor. This is the name on the vendor's Social Security Identification or Federal Employer Identification. This name must match the name on the [Supplier Authorization/Registration Form](#) or [Form W-8BEN](#) (if foreign national) submitted by the vendor.
  - KSU's International Tax Specialist must review agreements for foreign nationals. The International Tax Specialist can be reached at [internationaltax@kennesaw.edu](mailto:internationaltax@kennesaw.edu). Agreements with foreign nationals are not valid without approval from the International Tax Specialist.
  - Contact Information: The KSU contact is the individual hosting or arranging the lecture.
  - Lecturer's Representative: This is only used if the lecturer has an agent or broker, (if not then indicate N/A).
  - Indicate the **amount of compensation** in the Agreement (this is the compensation amount for services, and does not include any expenses). Any additional expenses related to hiring the lecturer such as travel, food, lodging or ground transportation (if agreed upon) must be outlined separately in a KSU Travel Expense Rider, which will be attached and become a part of the agreement.  
*Please note: if expenses are being reimbursed, receipts must be included when submitting payment request.*
  - **No additional expenses should be compensated outside of the expenses specified on the KSU Travel Expense Rider.**
  - **If the lecturer's accommodations will be paid directly to the hotel, please note this on the Lecture Agreement and advise the hotel.** This will expedite payment of the bills. If the bill does not reference a KSU department contact, then the Office of Fiscal Services will not be able to determine who is responsible for authorizing payment.
  - If any changes are made to the Lecture Agreement, or Terms and Conditions, or if you are attaching any riders (other than the KSU Travel Expense Rider), submit all documents through the [Contract Submission Form](#) prior to signing.
  - Signature Authority – Ensure the appropriate [KSU signature authority](#) is signing the Lecture Agreement.
  - Submit the fully signed contract to the Contracts Office.
    - If no changes were made to the agreement use the [Contract Submission Form](#).
    - If changes were made to the Agreement, Terms and Conditions or you attached any riders and already submitted Agreement for review prior to signing, then submit the fully signed contract to [contracts@kennesaw.edu](mailto:contracts@kennesaw.edu).
4. Notifications needed in addition to the mandatory approvals on the Routing Form:
  - For agreements of \$25,000 or greater, the University Procurement Officer must also sign the Agreement, after the Routing Form is complete, including any mandatory approvals, and the lecturer has signed the Lecture Agreement (plus [Supplier Authorization/Registration Form](#) or [Form W-8BEN](#), if necessary).
5. Reminders
  - When using a meeting room on campus, other than a regularly scheduled classroom, use the [Event Management System](#) to reserve your room. Forward a copy of the Agreement to University Events at [events@kennesaw.edu](mailto:events@kennesaw.edu) or MD #9102.
  - If Catering is needed, forward a copy of the Agreement to University Dining at [ksucatering@kennesaw.edu](mailto:ksucatering@kennesaw.edu) or MD #4000.

**Be sure that the Agreement copies reach the above departments in plenty of time to adequately plan and provide for the event.**

6. Create an OwlPay payment request and attach the completed Agreement, Routing Form, and supporting documentation.



Office of Fiscal Services

**KSU Lecture Agreement  
Routing Form**

For Internal Use Only  
Do not use to interview candidates

Name of Lecturer: \_\_\_\_\_  
 Title of Lecture: \_\_\_\_\_  
 Date Lecture Begins: \_\_\_\_\_ Ends: \_\_\_\_\_

KSU Contact: \_\_\_\_\_  
 KSU Contact Email: \_\_\_\_\_

Is the Lecturer...? (Select Yes or No)

**An active vendor in the OwlPay System?** Yes No  
 If no, Lecturer must submit a signed [Supplier Authorization/Registration Form](#) or [W-8BEN](#) Form (if foreign national) to Fiscal Services.

**A current employee of the University System of Georgia?** Yes No  
 If yes, a [Dual Appointment Agreement](#) (employment staffing agreement between Institutions) must be completed, not a Lecture Agreement)

**A retired University System of Georgia Employee?** Yes No  
 If yes, attach a copy of the BOR approval

**A former KSU Employee?** Yes No  
 (Last date of employment \_\_\_\_\_)  
 If employed within the past 12 months, payment will need to be processed through Payroll

**A Foreign National?** Yes No  
 If yes, Agreement must be reviewed by KSU's International Tax Specialist. The International Tax Specialist can be reached at [internationaltax@kennesaw.edu](mailto:internationaltax@kennesaw.edu). Agreements with foreign nationals are not valid without approval from the International Tax Specialist.

**Will Audio/Visual Technical Equipment be needed?** Yes No  
 If yes, complete the online submission form at <http://uits.kennesaw.edu/support/avservices/event.php> and forward a copy of the Agreement to UITS at [eventav@kennesaw.edu](mailto:eventav@kennesaw.edu).

Department approval, and International Tax Specialist approval (if foreign national), are mandatory for all contracts before the Agreement can be submitted to the vendor for signature. Human Resources approval is mandatory for individuals only.			
Department Approval			
REQUIRED AUTHORIZATIONS	SIGNATURE	NAME PRINTED	DATE
KSU Contact			
Business Manager			
Dean/Vice President			
Administrative Approval			
UITS (If A/V or recording needed)			
Human Resources (Individuals only - confirm no need to be paid through Payroll)			
International Tax Specialist (If foreign national)			
University Procurement Officer (\$25,000 or higher)			



Office of Fiscal Services

This Agreement is between \_\_\_\_\_ ("Lecturer") a lecturer and/or their Representative, and Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University ("KSU") for the lecture described below:

Description of Lecture:

Name of Lecturer: \_\_\_\_\_

Title of Lecture: \_\_\_\_\_

Description of Lecture: \_\_\_\_\_

Location of Lecture:

Kennesaw State University 1000 Chastain Road, Kennesaw, GA 30144 Building #: \_\_\_\_\_ Room #: \_\_\_\_\_

Kennesaw State University 1100 South Marietta Pkwy, Marietta, GA 30060 Building #: \_\_\_\_\_ Room #: \_\_\_\_\_

Schedule:

Date(s):

Starting Time:

Ending Time:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Information:

Lecturer Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Lecturer Address: \_\_\_\_\_

Representative Address: \_\_\_\_\_

Lecturer City, State, Zip Code: \_\_\_\_\_

Representative City, State, Zip Code: \_\_\_\_\_

Lecturer Email: \_\_\_\_\_

Representative Email: \_\_\_\_\_

Lecturer Phone: \_\_\_\_\_

Representative Phone: \_\_\_\_\_

KSU Contact Name: \_\_\_\_\_

KSU Contact Department: \_\_\_\_\_

KSU Contact MD#: \_\_\_\_\_

KSU Contact Email: \_\_\_\_\_

KSU Contact Phone: \_\_\_\_\_

Fees and Payment Schedule:

Total Amount of compensation: \$ \_\_\_\_\_. Lecturer is responsible for all expenses, unless the KSU Travel Expense Rider is attached.

Payment schedule: \_\_\_\_\_

Compensation shall be payable to: \_\_\_\_\_

Riders or Attachments Included? Yes No

If yes, list all Riders or Attachments below

KSU's Lecture Agreement Terms and Conditions are incorporated herein. In addition, the following riders (if applicable) are attached and incorporated herein:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Lecture Agreement  
Terms and Conditions**

**Office of Fiscal Services**

The parties agree that these terms and conditions prevail over the terms of any other document relating to and a part of this agreement.

1. **PAYMENT AND COMPENSATION:** KSU will pay Lecturer’s fee by check as indicated in the Fees and Payment Schedule of this agreement. Payment of the fee cannot be made until Lecturer completes the Supplier Authorization/Registration Form or Form W-8BEN.
2. **CANCELLATION:** KSU reserves the right to cancel this Agreement without obligation upon notice to Lecturer thirty (30) days in advance of the lecture date. In the event of KSU’s cancellation, the deposit payment (if any) shall be returned promptly.
3. **FORCE MAJEURE:** Neither Lecturer nor KSU shall be liable for failure to appear or perform its obligations under this agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the control of Lecturer and KSU.
4. **SICKNESS AND ACCIDENTS:** Lecturer’s agreement to perform its obligations is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment (if any) advanced to the Lecturer shall be returned promptly.
5. **PROMOTION AND PRODUCTION:** KSU shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Lecturer agrees that KSU may use Lecturer’s name, pictures, photographs, recordings, and other likenesses in connection with advertising and publicizing the engagement(s) hereunder.
6. **VIDEO AND AUDIO TAPING:** KSU shall have the right to record, broadcast or digitally stream in any manner whatsoever, any part of Lecturer’s performance as well as to use and maintain a copy of the lecture for internal, archival, or for any other educational purpose. Lecturer and/or his designees shall have the right to record the lecture and to use the recordings as Lecturer sees fit.
7. **INDEPENDENT CONTRACTORS:** Lecturer acknowledges that it is an independent contractor and not an employee of KSU and shall be responsible for all taxes. KSU shall control the times and division of the Lecturer’s performance and Lecturer shall control the manner, means, and details of such lecture.
8. **ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING LAW, JURISDICTION, AND MEDIATION:** This agreement cannot be assigned or transferred without the written consent of KSU. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of Georgia. In the event any dispute arising under this agreement results in litigation, such action or proceeding shall be brought within the state or federal courts of Georgia.
9. **MEDIATION:** Prior to the commencement of civil action by either party with respect to any disputes arising out of this Agreement, such party must submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with each other in selecting a mediator and in scheduling the mediation proceedings. Venue for mediation shall be Cobb County, Georgia. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its cost.
10. **SEVERABILITY:** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement, which can be given effect without the invalid provisions, or application, and to this end, the provisions of this Agreement are declared to be severable.

By signing this document, the representative of the parties hereby represent they are duly authorized and that the parties agree to be bound by the provisions of this Agreement.

**Lecturer or Representative:**

**Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_