



SPEAKER/ARTIST/PERFORMER AGREEMENT

This Agreement is entered into as of September 30, 2022, between the Arizona Board of Regents acting for and on behalf of Arizona State University (ASU) and Dr. Ibram X. Kendi ¹ (Speaker), or Penguin Random House Speakers Bureau, a(n) division of Penguin Random House ² as the authorized agent for Speaker. If Speaker is represented by an authorized agent, then references to Speaker herein will also refer to the authorized agent, where appropriate.

1. Engagement; Event. ASU hereby engages Speaker to personally provide the following services, and Speaker agrees to personally provide to ASU the following services (the Presentation) at the following Event (the Event):

Event/Location: Armstrong Hall, ASU Tempe Campus, 1100 S McAllister Ave, Tempe, AZ, 85287

Dates and times of Event: April 13, 2023, 7:00 - 8:00 p.m. (MST)

Speaker’s Presentation schedule: 60-minute moderated in-conversation

Title of Speaker’s Presentation: A Conversation with Professor Ibram X. Kendi

Speaker’s hospitality requirements:

Speaker’s technical requirements: High-backed chair, bottled water with glass, lavalier microphone

2. **Professor Ibram X. Kendi’s will speak at the annual A. Wade Smith and Elsie Moore Memorial Lecture on Race Relations.**

Security: Security must be in place at all contracted events. ASU is to [REDACTED]

[REDACTED] Proof of Security protocol must be provided to, and approved in writing by, Bureau prior to the Event.

3. Notice. Any communication or notice required under this Agreement will be in writing and may either be given by personal delivery or sent, in all cases, against receipt, addressed to the following:

If to ASU:

Aida Lyon

Attn: Aida Lyon

Email: Aida.Lyon@asu.edu

If to Speaker:

Dr. Ibram X. Kendi

Attn: Kaley Baron

Attn: Penguin Random House Speakers Bureau, a(n) division of Penguin Random House

Email: kbaron@penguinrandomhouse.com

If an authorized agent is signing, please be sure to fill in the speaker name as well.

² Include full legal name of authorized agent, state of formation, and type of entity (i.e.: ABC, Inc., an Arizona Corporation.)

Notice will be deemed to be received upon actual receipt by the receiving party or within 5 business days after deposit into the US Mail, postage prepaid, or within 36 hours after delivery to an overnight courier,

delivery fees prepaid; or within 24 hours if sent by email without receipt by the sender of an undeliverable email response.

4. Compensation. ASU will pay Speaker an all-inclusive \$30,000 honorarium and the Travel Buyout (as defined below) upon completion of the Presentation.
5. Expenses. In lieu of ASU reimbursing Speaker for any expenses arising from or related to this agreement, ASU, as contemplated herein, will pay Speaker \$5,000 (the "Travel Buyout"). For clarity, ASU will not reimburse Speaker for any expenses arising from or related to this agreement, and Speaker hereby waives any claim for reimbursements related thereto. Speaker and PRHSB are solely responsible for arranging, booking, and paying for travel, airfare, hotel accommodations, professional ground transportation, meals and misc. expenses for the Speaker. ASU will not pay for any Speaker expenses.
6. Terms of Payment. Payment will be made after completion of the Presentation, within 30 days after completion of the Presentation unless otherwise indicated by ASU:
Other Payment will be made no later than May 13, 2023
7. Terms and Conditions. The Parties to this Agreement agree to be bound by the ASU Terms and Conditions for Speakers, Artists and Performers (T&Cs) effective on the date signed below, which are incorporated hereinby this reference. The T&Cs are available at Exhibit A and are also available by mail or email upon request. In the event of any conflict between this Agreement and the T&Cs the inconsistency will be resolved by giving precedence in the following order: i) this Agreement; ii) the T&Cs; and iii) any other agreement or document signed by the parties.
8. Termination. This Agreement may be terminated without cause at no cost to either party upon 30 DAYS advance written notice of the Event Date. See also Cancellation below.
9. Authority. If an individual or entity signs below on behalf of Speaker, such signatory represents and warrants that he/she/it has full and current authority to act and contract on behalf of Speaker and obligate Speaker, and that this Agreement is binding upon and enforceable against Speaker and the undersigned (if not Speaker) in accordance with its terms.
10. Liability; Insurance. Speaker, at its expense, will procure and maintain, for the duration of the Event, a policy of commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and in the aggregate, against claims for bodily injury, death and property damage occurring in connection with the Event and the Presentation. This insurance must name the Arizona Board of Regents, Arizona State University, and the State of Arizona as additional insureds. If requested by ASU, speaker must provide ASU with a certificate evidencing this insurance coverage no later than 10 days prior to the Presentation.
11. Recordings; Use of Name and Likeness. *Speaker's event will be livestreamed only through a private transmission solely sent to invited participants through a secure and password protected online platform. Prior to the Event Date, Sponsor will provide login links with instructions and download links to any required software programs at no cost to Speaker. Sponsor may request any specialized setup with Bureau in writing in advance of Event, and Bureau retains the right to deny such request on Speaker's behalf and revert to standard Speaker-provided setup. Sponsor assumes responsibility for the quality of its own internet connection and the projection and sound quality of the session. Sponsor will use reasonable efforts to prevent audience members from recording the Event or engaging in conduct prohibited by this paragraph, such as by posting SIGNS and making an announcement that "NO OUTSIDE RECORDINGS ARE ALLOWED."*

PRINT NAME OF SPEAKER OR
AGENT OF SPEAKER

ARIZONA BOARD OF REGENTS FOR AND ON
BEHALF OF ARIZONA STATE UNIVERSITY

Signature 


Signature _____

Signatory Name Tiffany Tomlin

R. John Snow
Signatory Name _____

Signatory Title VP, PRHSB

Manager, Strategic Sourcing
Signatory Title _____

Date Signed Jan 3, 2023

01/03/2023
Date Signed _____

Exhibit A
ASU Terms and Conditions
Speaker-Artist-Performer
Terms and Conditions

These Terms and Conditions (T&Cs) apply to Speaker, Artist and Performer Agreements (SAP Form) issued by the Arizona Board of Regents for and on behalf of Arizona State University (ASU) to a speaker, performer or artist (Speaker) for providing services (the Presentation) to ASU at an event (the Event). These T&Cs together with the SAP Form, any other written agreement signed by both parties, and any other documents incorporated by reference therein or herein will constitute the Agreement. Any terms not defined in these T&Cs will have the meanings set forth in the Agreement.

- 1 Acceptance. ASU may cancel the Agreement at any time prior to acceptance by Speaker. Speaker accepts all of the Agreement's terms and conditions, including these T&Cs, without qualification, upon the sooner of the following: 1) signing the SAP Form; 2) any other written acceptance by Speaker; or 3) beginning the performance of the Presentation. Any term or condition in any invoice, offer, or other document issued by Supplier that modifies, adds to, or changes these T&Cs is rejected, and will not be part of the Agreement unless agreed by ASU in writing.
- 2 Order of Precedence. In the event of an inconsistency or conflict between or among the provisions of the Agreement, the inconsistency or conflict will be resolved by giving precedence in the following order: i) the SAP Form; ii) these T&Cs; and iii) any other agreement or document signed by authorized signatories of both the parties.
- 3 Modifications. Any modification to the Agreement, including changes to Presentation, Event, price, terms of payment, etc. must be in a written change order or amendment signed by both parties.
- 4 Speaker Warranty. Speaker warrants that at all times during the Event, Speaker will personally provide Speaker's best professional efforts. Speakers' professional credentials are such that Speaker can provide the Presentation in a knowledgeable and professional manner.
- 5 Press Materials. Speaker will timely supply all press/promotion material requested by ASU.
- 6 Compliance with Law. Speaker will comply with all applicable ASU, City, County, State, and Federal laws, acts, codes, regulations and policies, including all applicable federal immigration laws and regulations.
7. Indemnity. Speaker will indemnify, defend, save and hold ASU harmless for, from, and against, any all claims, demands, suits, costs and damages (including reasonable attorneys' fees) that ASU may incur by reason of any: (a) actual or alleged infringement or violation of any copyright, or other proprietary right by Speaker; (b) claim for damages arising from Speaker's Presentation; or (c) any of Speaker's costs and liabilities arising out of the Presentation or Event, including without limitation: travel and meal expenses; union dues; taxes; agents' commissions or other expenses or obligations; damages to Speaker's equipment or materials; compensation to third parties engaged by Speaker; compensation for lost or stolen equipment or materials; workers compensation or other insurance; and any expenses not preapproved by ASU in writing.
8. Indemnification and Liability Limitation.
To the extent permitted by law each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims" arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act omission, negligence, misconduct or other fault of Indemnitor, its officers, agents, employees or volunteers.

Because ASU is a public institution, any indemnification, liability limitation, releases, or hold harmless provisions applicable to ASU are limited as required by Arizona law, including Article 9, Sections 5 and 7 of the Arizona Constitution and Arizona Revised Statutes (ARS) §§ 35-154 and 41-621. ASU's liability under any claim for

indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU.

9 Responsibility. Each party is responsible for the negligent or willful acts or omissions of its employees and agents when acting under such party's direction and supervision. ASU recognizes an obligation to pay attorneys' fees or costs only when assessed by a court of competent jurisdiction. Notwithstanding the terms of this Agreement or any other document: (i) other than for employees and agents acting under ASU's direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory in PUR 107, which is located at the following link: <http://www.asu.edu/aad/manuals/pur/pur107.html>

10 Force Majeure. Neither Speaker nor ASU shall be liable to each other for failure to perform hereunder if the failure is caused by civil tumult, strike, epidemic, or any other cause beyond the reasonable control of the parties (Force Majeure). The ingestion of alcohol, opioids, illegal substances, or the like, will not be deemed an event of Force Majeure. If the Event or Presentation is cancelled due to an event of Force Majeure, the parties will make reasonable efforts to reschedule, if feasible.

11 No Assignment. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party.

12 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.

13 Governing Law and Venue. This Agreement will be governed by the laws of the State of Arizona and the regulations/policies of the Arizona Board of Regents. Any contract claim or dispute arising from this Agreement is subject to Arizona Board of Regents Policy 3-809. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Speaker consents to such jurisdiction, and waives objection to venue or convenience of forum.

14 Independent Contractor. Speaker is an independent contractor and is not an employee of ASU. Neither Speaker nor any personnel of Speaker will for any purpose be considered employees or agents of ASU. Speaker is solely responsible for (i) federal self-employment taxes and all other federal and state taxes associated with such an arrangement, (ii) its actions and the actions of Speaker's personnel, and for their supervision, direction and control, payment of salary and expenses (including withholding income taxes and social security), worker's compensation, and disability benefits.

15 Copyright: Speaker shall retain any and all intellectual property rights to the copyrighted materials that they may use in connection with the Event: participant materials, components, workshops, training procedures, printed materials, including books, author photographs, publicity and promotional materials and other material in print and other media and services collectively referred to as "Materials" and ASU shall obtain no rights to the Materials unless specifically agreed to by Speaker in writing.

16 Cancellation: In the event Speaker must cancel due to illness, unforeseen emergency or overriding professional responsibility (which, for the avoidance of doubt, would not include a speaking event at another venue), Speaker will not have any liability for the expenses or losses incurred by ASU. Bureau, on behalf of Speaker, will attempt to provide a comparable speaker who is acceptable to ASU or reschedule the event to a mutually agreeable date. In the event the Speaker cancels the contract and Bureau, on behalf of Speaker, cannot provide a comparable speaker who is acceptable to ASU or reschedule the event to a mutually agreeable date, Speaker agrees to refund ASU any deposits received from ASU within thirty (30) days. In the event the Speaker is delayed, but arrives and presents their program in full, all Fees and other charges shall be due in full. The full Fee will become due and payable immediately if ASU cancels the Event less than 30 days from the Event Date.

17 Confidentiality. The Parties agree that other than as may be required by applicable law, government order or decree, neither Party will publicly disclose Confidential Information. Any information deemed confidential will be labeled as such. Any disclosure of sensitive information, such as the Speaker's personal address or hotel location, by Recipient in response to a valid order by a court or other governmental agency, or otherwise required by applicable law, shall not be considered to be a breach of this Agreement by Recipient; provided, however, that Recipient shall provide prompt prior notice thereof to Discloser (via email to speakers@penguinrandomhouse.com with the subject "Confidentiality Notice") to enable Discloser to seek a protective order or otherwise prevent such disclosure, and Recipient shall limit the extent of such disclosure solely to the extent required by such order or law. ASU, as a public institution, is subject to ARS §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.

18 No Revenue Sharing. Speaker will not participate in any revenues associated with the Presentation or Event. This includes: sponsorship, ticketing, ticketing fees, ASU concessions revenues, and any other revenue streams that may be associated with the Event.

19 Non-discrimination. The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

20. Conflicts of Interest. If within 3 years after the execution of this Agreement, Speaker hires or retains as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in ARS § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.

21. Arbitration in Superior Court. The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133. ARS § 12-1518 requires this provision in all ASU agreements.

22. Records. To the extent required by ARS § 35-214, the non-ASU parties to this Agreement will retain all records relating to this Agreement. Speaker will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of Arizona during the term of this Agreement and for 5 years after the completion of this Agreement. The records will be provided at ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to Speaker.

23. Failure of Legislature to appropriate. In accordance with ARS § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, ASU may provide written notice of this to Speaker and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond ASU's control.

24. Weapons, Explosives, and Fireworks. ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12- 781, or unless written permission is given by ASU's Police Chief or a designated representative. Speaker will notify all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Speaker of this policy, and Speaker will enforce this policy against all such persons and entities. ASU's policy is at <https://www.asu.edu/aad/manuals/pdp/pdp201-05.html>.

25. Privacy; Educational Records. Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Speaker will not require any ASU students or employees to waive any privacy rights (including under FERPA or the European Union’s General Data Protection Regulation (GDPR)) as a condition for receipt of any educational services, and any attempt to do so will be void. Speaker will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Agreement requires or permits Speaker to access or release any student records, then, for purposes of this Agreement only, ASU designates Speaker as a “school official” for ASU under FERPA, as defined in FERPA and its implementing regulations. In addition, any access or disclosures of student educational records by Speaker or any Speaker Parties must comply with ASU’s definition of legitimate educational purpose. If Speaker violates this section, Speaker will immediately notify ASU.

26. Gratuities. Speaker will not give or offer any gratuities, in the form of entertainment, gifts or otherwise, or use an agent or representative of Speaker to give or offer a gratuity, to any officer or employee of the State of Arizona with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. If ASU determines that Speaker has violated this section, ASU may, by written notice to Speaker, cancel the Agreement. If the Agreement is canceled by ASU pursuant to this section, ASU will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Speaker in providing gratuities.

27. Authorized Presence Requirements. As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Speaker warrants that it and its subcontractors comply fully with all applicable immigration laws, rules, and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Agreement that is subject to penalties up to and including termination. ASU retains the right to inspect the papers of any contractor or subcontractor employee hereunder to ensure compliance with this warranty.

28. Tobacco-Free University. ASU is tobacco-free. For details visit [asu.edu/tobacco free](https://www.asu.edu/tobacco-free).

29. Title IX Obligation. Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. ASU’s Title IX Guidance is available online. Speaker will: (i) comply with ASU’s Title IX Guidance; (ii) provide ASU’s Title IX Guidance to any Speaker Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Speaker Parties comply with ASU’s Title IX Guidance. For details visit <https://www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect-Title-IX.pdf>.





273572232 Kendi ASU Speaker Agreement FINAL Jan 2023 - Signature

Final Audit Report

2023-01-03

Created:	2023-01-03
By:	Alicia Dercole (adercole@penguinrandomhouse.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA40dRn7YWseoEihV8Eh1Ay0DUk-k9VZBB

"273572232 Kendi ASU Speaker Agreement FINAL Jan 2023 - Signature" History

-  Document created by Alicia Dercole (adercole@penguinrandomhouse.com)
2023-01-03 - 9:20:27 PM GMT- IP address: [REDACTED]
-  Document emailed to Tiffany Tomlin (ttomlin@penguinrandomhouse.com) for signature
2023-01-03 - 9:21:46 PM GMT
-  Document e-signed by Tiffany Tomlin (ttomlin@penguinrandomhouse.com)
Signature Date: 2023-01-03 - 9:54:14 PM GMT - Time Source: server- IP address: [REDACTED]
-  Agreement completed.
2023-01-03 - 9:54:14 PM GMT

A. Wade Smith and Elsie Moore Memorial Lecture on Race Relations 2023

Speaker: Ibram X. Kendi

Thursday, April 13, 2023 | 7 p.m. | ASU Student Pavilion, Senita

Charge	Amount
Speaker Fee	\$ 30,000.00
Travel Buyout	\$ 5,000.00
Security ASU PD 2 uniformed officers, 1 plain clothes officer	\$ 798.00
Security Pro EM Metal detectors for entry Staff for metal detectors and crowd control	\$ 1,265.45
Event signage	\$ 133.29
Printed programs	\$ 484.25
Radio ads (KJZZ/KBACH)	\$ 2,160.00
TOTAL	\$ 39,840.99