MONTANA STATE UNIVERSITY

HONORARIUM AGREEMENT

This Agreement is between Montana State University, herein referred to as "MSU” or “University,” and insert honorarium recipient name, hereinafter referred to as "Payee".

**Payee Information:**

Name: insert name or company name

Address, City, State Zip: insert street/po box, city, state, zip

Point of Contact: insert name

Email: insert email address

Phone: insert phone number

**MSU Information:**

Department Name: insert department name

Address, City, State Zip: insert street/po box, city, state, zip

Point of Contact: insert name

Email: insert email address

Phone: insert phone number

1. **Purpose:** The purpose of this agreement is to formalize the understanding between MSU and Payee concerning insert event details here.
2. **Date/Term of Event or Service:** insert date here.
3. **Services:** Payee agrees to perform the following services: insert details here.
4. **Consideration:** MSU agrees to pay Payee, a sum not to exceed insert $ amount for satisfactory completion of the services listed above. MSU will also provide and/or pay insert additional provisions here, such as travel, (if travel include details of what is being paid, such as one (1) roundtrip airfare, two (2) nights lodging, (2) days car rental, etc.) and as outlined on MSU Travel & Reimbursement Guidelines (form PD-115). All other expenses are the responsibility of the Payee.
5. **Relationship of the Parties:** Payee is an independent contractor and not an employee of MSU for purposes of this agreement. Each party will be solely responsible for its own acts and/or those of its employees or agents. No benefits provided by MSU to its employees, including unemployment and workers' compensation insurance, will be provided to the Payee or his/her/its employees.
6. **Warranty**: Payee represents and warrants that neither the event nor any materials provided in connection with the event will infringe or violate the copyright, patent, trademark, trade secret or any other right of any third party, and no additional permissions, clearances, assignments, or licenses are necessary to give full effect to the provisions of this Agreement.
7. **Release**: Payee agrees that MSU employees or agents may produce photographs, videotapes, or images of Payee and audio or video recordings of the event. By signing below, Payee gives to MSU an irrevocable, royalty-free, non-exclusive license to use, display, publish, exhibit, and distribute all or portions of the photographs or images for non-commercial purposes, including promotion of the university and recruitment. Aside from the rights explicitly granted herein, MSU shall have no claim or rights to Payee’s likeness, life story, trademarks, copyrights, or other intellectual property.
8. **Trademarks and Logos**: Both parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark, or logo of the other party without first obtaining the prior written consent of the other party.
9. **Cancellation: Payee shall notify MSU at least thirty days before any cancellation.** In the event failure to perform is beyond Payee’s control, Payee shall return any fee or deposit already paid by MSU, but shall not be liable for any additional costs, charges, or expenses.

MSU may cancel Payee from the event upon written notice if Payee engages in any conduct that a reasonable person would believe brings the Payee into general public disrepute, contempt, scandal, or ridicule, or that shocks, insults or offends the public and which a reasonable person would believe would have the effect of reflecting unfavorably upon the Payee’s or MSU’s reputation if the event continues. MSU’s decision to terminate hereunder must be exercised, if at all, not later than 90 days after the facts giving rise to such right are brought to MSU’s attention, but in no event later than the event date. Upon termination under this clause, Payee will not be entitled to any compensation and will return or reimburse any funds already paid.

1. **Entire Agreement**: This Agreement constitutes the entire agreement between the parties as to performance of the services, and replaces and supersedes any other agreements, correspondence, or other discussion between the parties, whether any of the foregoing have been reduced to writing. No modification of this Agreement is effective unless it is in writing and signed by both parties.
2. **Miscellaneous**: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Montana. This Agreement may not be assigned without the written consent of the other party. Any signed document transmitted electronically shall be considered an original document and shall have the binding and legal effect of an original document.

**Note:** *Payee must provide a signed W9 before payment* *will be processed. If Payee is a Non-Resident Alien, payment is subject to withholding in accordance with IRS 1042 reporting requirements.*

This Agreement consists of numbered page shown and any required attachments. The original will be retained by MSU. A copy of the original shall have the same force and effect as the original for all purposes. To express the parties’ intent to be bound by the terms of this Agreement, they have executed this document on the dates set forth below.

Payee: Date:

 Name, Title

MSU : Date:

Name, Title (VP/Dean or Authorized Delegated Delegee)

College/Department/Unit

Approved as to Form:

Peggy Wallace, Contract Specialist

Procurement & Contract Services

Reviewed By:

Insert name & title of Department Point of Contact/Liaison here

Insert Department Name here

**TOTAL CONTRACT VALUE MAY NOT EXCEED $1,500.00 FOR HONORARIUMS**

**An Honorarium is appropriate when:**

* **Amount does not exceed $1,500.00**
* **Recipient is not an employee or does not have an existing consultant obligation to the university. Services are voluntary and payment is not required. Honorarium represents a token of appreciation and is not an equivalent value of professional charges.**
* **Recipient does not perform the service for a living.**
* **Honorarium Recipient is for a One Time Payment Only.**
* **If you plan to use the supplier in the future, Consult with Procurement for the appropriate** **CSA template.**

**\*\*CHANGE all the Red type to Black once the information is inserted**

 **and**

**\*\*REMOVE all the BLUE type (instructions) before sending via DocuSign for initials & signatures:**

**Agreement to be sent via DocuSign for review, initials, signatures. Set-up recipients in DocuSign in the following order:**

**1. First to Initial - Contract Specialist**

**2. 2nd to Initial – Department Point of Contact**

**3. 3rd to Sign – Authorized Honorarium/Payee Signature**

**4. 4th to Sign – Authorized MSU Signature (VP/Dean or Delegated Delegee)**

**Once all signatures are obtained a fully executed copy will be sent to all parties via DocuSign.**

**Agreement invalid unless signed by all required parties**