



**Guideline #15-03-2023:      USE OF STANDARD SPEAKER’S ENGAGEMENT AGREEMENT (“SEAS”)**

**I.      Background:**

- A. The Standard Speaker’s Engagement Agreement (SEA) is a contracting mechanism for use by University colleges and departments for competitively exempt *service-related agreements with Independent Contractors* for (i) Academic and Research consulting services, (ii) Academic Testing and Evaluation services, and (iii) distinct types of Honoraria, which are further described in the Procurement Service *Guideline #15-01-2020, Revised July 2023*.
- B. Additional Compliance Requirements for use of SEAS with Independent Contractors:
1. Human Resources – To ensure compliance with IRS policies and procedures, Human Resources requires that all independent contractors fill out an *Independent Personal Services Certification Form (IPSC) (previously called Certified Work Statement)*.
  2. Industry Practice Checklist - Individuals not currently employed by the University or the Commonwealth of Virginia are required to complete the *Industry Practice (IP) Checklist*
  3. Worker Classification Review - If the individual does not fit into any of the categories on the checklist, they then must complete the *Worker Classification Review Questionnaire*. These forms are required to determine whether or not a potential contractor should be treated and paid as a University employee, or as a true independent contractor.

**II.      Determination:**

***Effective August 14, 2023***, the use of SEAs for all procurement transactions that exceed \$500.00 must be entered into eVA using PO Category X02, unless otherwise stated herein.

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III. **Definitions:**

- A. **Budget Unit** is a University agency, college, department, office, or school to which a budget unit number has been assigned by the University's Budget Office.
- B. **eVA** is the Commonwealth of Virginia's web-enabled electronic procurement system.
- C. **Independent Contractor** shall mean engagement and/or hiring of an *individual* to provide required services.
- D. **Independent Personal Services Certification Form** is the form that requires completion by the Owner Agency, to include signature from the independent contractor.
- E. **Industry Practice Checklist** is the form that requires completion by the Owner Agency.
- F. **Owner Agency** is those University budget units requesting and having responsibility for the services to be provided.
- G. **Services** shall mean the performance of any non-professional or professional services required by the Owner Agency.
- H. **Terms and Conditions** are those specific to the successful delivery and/or performance of the requested services.
- I. **Worker Classification Review Questionnaire** is the form that requires completion by the Owner Agency (when applicable).

IV. **Specific Requirements:**

A. **Transaction Processing:**

- 1. Procurement transactions for services, including the use of a SEA for an Independent Contractor or Vendor that exceed \$500.00 shall be processed through eVA, except as otherwise stated herein.
- 2. Procurement transactions that are less than \$500.00, can be processed using the Procurement Authorization form (PA01).

B. **Department Responsibilities:**

- 1. ***Department shall be responsible for all procurement transactions >\$500.00 that include a SEA for an Independent Contractor or Vendor, as follows:***

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- a) Completed Independent Personal Services Certification Form;
  - b) Completed Industry Practice Checklist;
  - c) Completed Worker Classification Review Questionnaire;
  - d) Contractor completion of the Substitute W-9 Form requesting Taxpayer Identification;
  - e) Selecting the appropriate eVA requisition “purchase order category code”:
    - 1) **R01** – Academic and Research Consultants;
    - 2) **X02** – Academic Testing and Evaluation Services
    - 3) **X02** - Honoraria
  - f) Completing the eVA requisition to include all of the necessary “contract” information, to include, but not be limited to the following:
    - 1) date of the agreement;
    - 2) place, date, and time of presentation;
    - 3) description of presentation;
    - 4) description of allowed expenses, as follows:
      - i. accommodations;
      - ii. transportation; and
      - iii. per diem (as applicable)
    - 5) compensation; and
    - 6) manner and time of payment

Notes:

- 1) The SEAs form may be used as a Contract tool, and if used must be attached to the eVA REQ.
- 2) Department may execute a SEA for transactions <\$5,000.
- 3) **Procurement Services shall execute any SEA that (i) is >\$5,000, or (ii) has substantive change(s) to the SEA terms and conditions.**
- 4) The requesting department will enter the requests in eVA, issue the purchase orders accordingly, and forward a copy to the Independent Contractor.
- 5) The SEA contract terms and conditions shall be incorporated in the eVA purchase order.
- 6) The eVA purchase order and executed SEA will serve as the legally binding and official contract document.
- 7) Procurement Services will review and approve each request accordingly in eVA.
- 8) Use of eVA may be waived if approved in advance by Procurement Services.

# OLD DOMINION UNIVERSITY STANDARD ENGAGEMENT AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 202X, between OLD DOMINION UNIVERSITY (hereafter, the "University"), an instrumentality of the Commonwealth of Virginia, located in Norfolk, Virginia and \_\_\_\_\_ (hereafter "Contractor"), an independent contractor. Contractor agrees to render services of the following nature and in accordance with the following terms and conditions:

1. **SCOPE OF SERVICES TO BE PROVIDED:**

*Insert description of nature of performance and/or proposed services.*

Contractor shall render the Performance/Services, as described herein as an *Independent Contractor*, and Contractor shall have no obligation, as a result of this Agreement or otherwise, to anyone other than the University. The term "Contractor" as used in this Agreement shall include Contractor and its employees, agents, and duly authorized representatives.

2. **LOCATION OF PERFORMANCE:**

*Insert location, including building name and room number(s), as applicable*

3. **DATE AND TIME OF PERFORMANCE:**

*Insert date and time.*

4. **DATE AND TIME OF REHEARSAL (if any):**

*Insert date and time, if applicable.*

5. **COMPENSATION**

- a. Cost of Performance or Services Delivered: \$ \_\_\_\_\_
- b. \* Cost of Lodging, if applicable: \$ \_\_\_\_\_
- c. \* Meals/Per Diem: \$ \_\_\_\_\_
- d. Other (please describe): \$ \_\_\_\_\_

**Note:** *Costs for above \* items shall be in accordance with the Commonwealth of Virginia Department of Accounts' 'CAPP Manual', specifically TOPIC NO. 20335:*

[CAPP Manual - 20335 - Cash Disbursements Accounting, State Travel Regulations \(virginia.gov\)](#)

6. **PAYMENT:**

- a. Payment Method:
  - PCARD
  - Check
- b. Payment Schedule:
  - Pre-payment, full amount, due NLT *insert date*
  - Pre-payment, partial *insert \$* \_\_\_\_\_, due NLT *insert date*
  - Balance Due, *insert \$* \_\_\_\_\_, due NLT *insert date*
  - OTHER: Please explain
- c. ***Any payment is predicated on Contractor providing the University with a proper invoice.***
- d. ***Contractor must have on file and in BANNER a current COVA W-9 form.***

7. **UNIVERSITY'S SERVICES:**

The University shall furnish facilities, at its own expense, to be used as the Location site on the date(s) and at the time(s) for the Performance as described herein. Such facilities shall be appropriately heated and lighted and in good condition.

8. **USE OF UNIVERSITY FACILITIES:**

Contractor agrees to accept and to be bound by the "Use of Facilities" policy of the University, which governs the use and occupancy of University facilities (a copy of which is attached hereto).

9. **PROHIBITED ACTIVITIES:**

No activities in violation of Federal, State, or Local Laws or University rules and regulations shall be permitted on University premises. No actions, conduct, language, pictures, or portrayals that are lewd or indecent or otherwise contrary to law or prohibited by University rules and regulations shall be included in activities or events presented, and Contractor agrees to abide and to be bound by the decision of the University should any question arise under this paragraph. If Contractor arrives at the performance site noticeably under the influence of intoxicating beverages, or any other substance, or is in violation of any other provision of this paragraph, the University may cancel this Agreement with no liability on its party.

10. **DESTRUCTION OF FACILITIES PRIOR TO PERFORMANCE:**

Should the facilities identified as the Location site be destroyed or damaged by fire or by elements, mob, riot, war, or civil commotion, or made impractical for use by any cause, the University may, at its sole discretion, terminate and void this Agreement. The Contractor expressly waives any and all claims for damage or loss of profit or other compensation should this Agreement be so terminated.

11. **FAILURE OF CONTRACTOR TO PERFORM:**

- a. In the event that Contractor fails to appear or perform pursuant to the terms of this Agreement, Contractor shall be responsible for payment of all damages, costs and expenses incurred by the University by reason of such failure to appear.
- b. Notwithstanding the foregoing, the University shall not be responsible for payment as set forth above if Contractor's failure to appear or perform is due to causes beyond the control of Contractor, such as the medical disability of Contractor, or an event of "force majeure" (for example, acts of God, riot, war or civil commotion, governmental ordinance or law), **excepting that, should the University initiate a cancellation due to reasons of Force Majeure, the University shall reimburse Contractor for all previously incurred and non-refundable travel expenses, not to exceed \$ \_\_\_\_\_, upon Contractor's submission of receipts and proper invoice to the University.**

12. **PARTIES LIABILITY FOR PROPERTY DAMAGE**

- a. The University shall not be responsible for any damage to or loss of property of Contractor, its members or representatives or any other person bringing such property on University premises.
- b. Contractor, its members, agents, or representatives shall be jointly and severally liable for any damage done to the property of the University by action or negligence of Contractor, Contractor's members, agents, or representatives.
- c. Contractor, its members, agents, or representations shall be jointly and severally liable for any bodily injury caused by action or negligence of the Contractor, Contractor's members, agents, or representatives.

13. **INSURANCE:**

- a. Contractor is required to have and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and name ODU & The Commonwealth of Virginia as additional insureds.
- b. No later than ten (10) business days prior to the service date in the contract, the Contractor agrees to provide evidence of such insurance to University, who will make it available to the Office of Risk Management.
- c. **The Office of Risk Management may 'waive' this requirement if deemed appropriate and in the best interest of the University.**

14. **NOTICES:**

Any payments, notice or other writings (collectively "notices") required or desired to be given hereunder shall be in writing and shall be deemed sufficiently given when delivered to:

**Contractor:**

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

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

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

**University:**

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

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

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

15. **MISCELLANEOUS:**

- a. This Agreement shall in all respects be governed by and constructed in accordance with the laws of the Commonwealth of Virginia.
- b. The University shall not be responsible for payment of associated damages, costs and expenses if the event is cancelled due to causes beyond the control of the University or because of an act of God, **excepting that, should the University initiate a cancellation due to reasons of Force Majeure, the University shall reimburse Contractor for all previously incurred and non-refundable travel expenses, not to exceed \$ \_\_\_\_\_, upon Contractor's submission of receipts and proper invoice to the University.**
- c. No waiver by either party of any breach by the other party of any term, covenant or condition of this Agreement shall be deemed a waiver of any other breach of the same or any other term, covenant or condition of this or any other agreement.
- d. Paragraph headings used herein are for convenience only and shall not be deemed to be part of this

Agreement.

- e. Contractor represents that he/she/it is not infringing on the property rights, copyright, or any others belonging to a third party.
- f. Nothing contained in this paragraph or elsewhere in this Agreement shall be construed as an expressed or implied waiver of the sovereign immunity of the Commonwealth of Virginia, or of the University, as an agency of the Commonwealth of Virginia.

**IN WITNESS WHEREOF**, this Agreement has been executed by the undersigned on the day and year first above written.

**CONTRACTOR:**

**UNIVERSITY:**

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

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

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

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

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

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

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

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

***Procurement Services Approval:***  
***(Required for SEA's ≥ \$5,000)***

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

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

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

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

OLD DOMINION UNIVERSITY  
University Policies and Procedures  
3200 – Use of Facilities

Policy Statement: The use of University facilities and grounds, either owned or leased, must be consistent with the mission of the University and the general nature of the facility. The academic work of the University will hold a primary place in the use of facilities, and all uses for other purposes must be arranged so as not to hinder or adversely affect academic activities.

While fee-based use by non-University groups is permitted in limited circumstances, their use must be consistent with the mission of the University and sponsored by a University group. Fee-based commercial use will not be permitted unless the use is clearly consistent with the mission of the University.

All users must abide by applicable laws, regulations, and policies.

Responsibility: AVP, Facilities Management and Construction  
Authorization: Brian O. Hemphill, Ph.D., President  
Date: May 10,2022

Full policy available at -  
<https://www.odu.edu/about/policiesandprocedures/university/3000/3200>