

PARTICIPANT / SPEAKER / EVALUATOR AGREEMENT

COMPLETE ALL APPROPRIATE FIELDS TO AVOID PROCESSING DELAYS

Select one as it applies to the contracting party: **Participant** **Speaker** **Evaluator**

This Agreement (“Agreement”) is by and between The University of Texas at San Antonio (“UTSA”) and

_____ (“Performing Party”), who is a U.S. Citizen or U.S. Lawful Permanent Resident. Yes No
Print Name of Performing Party

UTSA Employee or Faculty: Yes No

Date(s) of Function / Services: From: _____ To: _____
(mm/dd/yyyy) (mm/dd/yyyy)

Time of Function / Services: From: _____ am pm To: _____ am pm

Location of Function / Services: _____

Description of Function / Services:

- 1. Payment:** UTSA will pay the Performing Party the following compensation and/or travel related expenses no later than 30 days after the later of: 1) Performing Party’s attendance at the Function and/or performance of the Services or; 2) receipt of original Function / Services and/or travel related receipts.

Compensation payable to Performing Party: _____

Travel Expenses:	Airfare: _____	Lodging: _____	Meals: _____
	Mileage: _____	Parking: _____	Incidentals: _____
Other (Please Specify): _____			

(Detail all travel related expenses including direct, reimbursed, or charged to the UTSA CLIBA Card)

Payment limit: Total payment (“Payment”) will not exceed _____ (Total: Compensation + All Travel Expenses)

NOTE: Travel reimbursement will not exceed the amounts and types approved for employee reimbursement pursuant to the UTSA Travel Reimbursement Guide available at <http://www.utsa.edu/financialaffairs/dts>. Request for reimbursement must be accompanied by original receipts.

- 2. Relationship:** Nothing in this Agreement will be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent, or partnership. Performing Party will not become an employee of UTSA by acting under this Agreement and Performing Party is responsible for the payment of any taxes and Social Security contributions owing related to the above compensation.
- 3. Miscellaneous:** This Agreement may not be assigned without the written consent of the other party. Any signed document transmitted electronically will have the binding and legal effect of an original document.

- 4. Immigration:** Performing Party certifies that Performing Party is in full compliance with the regulations imposed by Performing Party's current visa status, as applicable, and has submitted all proper documentation to the proper UTSA Office supporting his/her eligibility to receive compensation or reimbursement described in this Agreement.
- 5. Compliance with Laws and Policy:** Performing Party will conduct all activities on UTSA's premises in conformity with all applicable federal and state laws, rules and regulations, local ordinances, and UTSA Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. For purposes of this Agreement, "UTSA Rules" means (i) the Rules and Regulations of the Board of Regents of The University of Texas System (the "Board") (found at <http://www.utsystem.edu/board-of-regents/rules>) and referred to herein as the ("Regents' Rules"); (ii) the policies of The University of Texas System (found at <http://www.utsystem.edu/bor/procedures/policy/>); (iii) the institutional rules and regulations and policies of UTSA (which may be found at <http://www.utsa.edu/policies/index.html>); (iv) UTSA's Standards of Conduct Guide, which is located at <http://www.utsa.edu/acrs/>; and (v) the UTSA's parking rules and regulations (which may be found at <http://utsa.edu/auxiliary/parking.html>); and (vi) Child Protection Training, which may be found at http://www.utsa.edu/acrs/Training/sb1414_training.html.
- 6. Criminal Background Check:** Performing Party will submit to a Criminal Background Check ("**Criminal Background Check**") as/if requested by UTSA, which may include verification of Performing Party's address(es) and social security number. Performing Party will provide information and complete documents as/if requested by UTSA for the purpose of a Criminal Background Check. Performing Party's failure to timely submit the requested information or documents may result in UTSA's termination of the Agreement without further notice to Performing Party or liability to UTSA. UTSA will bear the expense of the Criminal Background Check.
- 7. Additional Statutory Provisions**
- 7.1 Governing Law & Venue:** In any lawsuit or legal dispute arising from the operation of this Agreement, Performing Party agrees that the laws of the State of Texas will govern. Venue will be in the District Court of Texas, Bexar County, Texas.
- 7.2 Dispute Resolution:** To the extent that Chapter 2260, *Texas Government Code*, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by UTSA and Performing Party to attempt to resolve any claim for breach of contract made by Performing Party that cannot be resolved in the ordinary course of business. The chief business officer of UTSA will examine Performing Party's claim and any counterclaim and negotiate with Performing Party in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by UTSA nor any other conduct, action or inaction of any representative of UTSA relating to the Agreement constitutes or is intended to constitute a waiver of UTSA's or the state's sovereign immunity to suit; and (ii) UTSA has not waived its right to seek redress in the courts.
- 7.3 Texas Statutes:** This Agreement may be subject to, and Performing Party will comply with, Section 6, Article VIII, *Texas Constitution*, Chapters 2161, 2251, 2252, and 2270 *Texas Government Code*, if applicable Section 2157.005, *Texas Government Code*, and Section 231.006(d), *Texas Family Code*, are incorporated in this Agreement by reference for all purposes. In the event there is a conflict between this Section and any other terms or conditions in this Agreement, this Section will control.
- 7.4 Texas Child Protection Training:** Child Protection Training ("**Child Protection Training**") is required for anyone having contact with a minor as part of a camp, program or other similar activity under the following: 1) camp or program with minors that lasts six (6) hours or more on any given day; 2) camp or program with minors that continues for multiple days no matter what the duration is per day; and/or 3) camp or program that requires an overnight stay. Performing Party will complete the Child Protection Training in accordance with Section 51.976 *Texas Education Code* in performing his/her duties and obligations under this Agreement.
- 7.5 Payments by Electronic Funds Transfer.** Section 51.012, *Texas Education Code*, authorizes UTSA to make any payment through electronic funds transfer methods. Performing Party agrees to receive payments from UTSA through electronic funds transfer methods, including the automated clearing house system (also known as ACH). Prior to the first payment under the Agreement, UTSA will confirm Performing Party banking information. Any changes to Performing Party banking information must be communicated to UTSA in writing at least thirty (30) days in advance of the effective date of the change.

The following two sections apply only to **Evaluators** signing this Agreement.

- 8. Deliverables:** All data, records, statements, reports, and other deliverables or materials prepared or produced by Performing Party in connection with the Function/Services (collectively, "**Service Deliverables**"), whether or not accepted or rejected by UTSA, are the property of UTSA and for its exclusive use and re use at any time without further compensation and without any restrictions. Performing Party will not, with regard to all Service Deliverables, apply for, in Performing Party's name or otherwise, any copyright, patent or other property right and Performing Party acknowledges that any such property right created or developed remains the exclusive right of UTSA. Performing Party will not use Service Deliverables in any manner for any other purpose without the express written consent of UTSA.

9. **Non-Disclosure:** Performing Party acknowledges that Performing Party may, in the performance of this Agreement, come into the possession of proprietary or confidential information owned by or in the possession of UTSA. Performing Party will not use UTSA's proprietary or confidential information for Performing Party's own benefit or make such information available to any person, firm, corporation, or other organization, unless such information is requested by UTSA to be made available or (i) is required by law or by order of court or tribunal with jurisdiction, including but not limited to the Texas Public Information Act, currently codified in Section 552, Texas Government Code; (ii) is already in the Performing Party's possession at the time of disclosure thereof; (iii) is or later becomes part of the public domain through no fault of the Performing Party; (iv) is received from a third party having no obligations of confidentiality to UTSA; or (v) is independently developed by the Performing Party.

THE FOREGOING TERMS ARE AGREED TO AND ACCEPTED BY:

PERFORMING PARTY

Signature Date

Street City State Zip Code

For Performing Party who is signing this Agreement as an individual, initial below:

By initialing here _____, I represent that I am a citizen or a U.S. Lawful Permanent Resident of the United States.

Performing Party may be subject to IRS tax reporting

FOR UTSA USE ONLY:

Specific Supervisory Approval (ONLY if required by Area): _____
Signature (no need to duplicate if signed below) Date

UTSA DEPARTMENT AUTHORIZATION / FUNDING SOURCE

Payments to be made from:

Cost Center / Project ID Performing Party Vendor ID (Optional - for Payment Efficiency Only)
[DO NOT USE SSN]

Department Budget Authority Approver:

Print Name and Title Signature Date

UTSA

Signature Date

Print Name

Title

For Requesting Department Use Only:

In lieu of an invoice by the Performing Party, this Department confirms the Function or Services as described above (as a participant / speaker / evaluator) have been delivered and completed to the satisfaction of the Department. (Original receipts are required for reimbursement.)

Signature of Preparer (person preparing Form) Date

Print Name of Preparer Preparer's Ext.