

# SOCIAL RESPONSIBILITY Speaks®

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This contract for the services of **Social Responsibility Speaks** on the engagement described below is made this **16<sup>th</sup> day of August** between **University of North Carolina Chapel Hill** (herein called "Purchaser") and **Social Responsibility Speaks** (herein called "Provider").

**1. Nature of Services:** One (1) 75-minute in-person equity, inclusion, and diversity (EID) 101 education workshop and Q&A led by Christina Parle; The workshop will take place in-person at UNC Chapel Hill October 18, 6pm ET; The audience will be the fraternity & sorority life community at UNC Chapel Hill; Christina Parle will serve as the project lead and primary service provider.

The services provided for herein shall be performed by the requested Social Responsibility Speaks team members named above. Social Responsibility Speaks, LLC reserves the right to replace the specified team members with an agreed upon alternate should the need arise. No person or subcontractor other than the aforementioned parties shall be engaged for such services, unless a written statement is provided to the contrary and a list, with names, addresses, and the approval of the Purchaser.

## 2. Place of Performance & Audio/Visual Needs

Provider shall perform services under this contract at the following location:

Location: Great Hall UNC Chapel Hill

Date: October 18<sup>th</sup>, 2021

Start Time: 6pm ET

End Time: 7:30pm ET

*A/V Needs:* LCD Projector with HDMI Cable, projection screen, lapel microphone, and WiFi accessibility. Site arrangements to be discussed with Provider in advance. Provider will need access to the space one (1) hour prior to the event for sound and technology check.

*Anticipated start time specified in the contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence Provider is required to be at place of engagement a sufficient period of time prior to scheduled time of commencement so as to permit timely production.*

## 3. Term of Agreement

The term of performance of this contract shall be for the date listed above from start to end inclusive. This agreement may be terminated by either party upon ten (10) days prior written notice to the other party. In the event of termination, the Provider shall be paid on a per diem basis for services performed under this contract.

## 4. Termination

The parties shall have the right to terminate its obligations under this contract without liability to the other, only upon the occurrence of one of the events outlined below.

*Quality.* Should the Provider suffer a substantial deterioration in the quality of work or services the Purchaser shall notify the Provider of its concerns in writing. Should the Provider be unable to correct the deficiencies of the facilities or services to the Purchaser's expectations, accompanied by a reasonable time that is outlined in the written notice (and agreed upon by the Provider and the Purchaser), the Purchaser may terminate this contract without liability upon written notice to the Provider. Upon termination, the Purchaser shall be responsible for compensation for services rendered up to the point of termination.

*Service Unavailability.* The Purchaser may terminate this contract without liability should the Provider not perform its obligations under its contract with the Purchaser. The Purchaser shall be responsible for compensation for services rendered up to the point of termination.

*Sickness or Accident.* In the event of sickness or of accident to the Provider, or if a performance is prevented, rendered impossible, or infeasible, by any law or regulation of any federal, state, or local public authority or bureau, unforeseen terrorist strike, earthquake, hurricane, tornado, or other catastrophic natural event or act of God, nuclear explosions, civil unrest strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies, or any cause beyond the control of the Provider and Purchaser, it is understood and agreed that there shall be no claim for damages by either party to this contract for performance, and both parties' obligation to such performance shall be deemed waived.

## 5. Fee and Payment

In consideration of performance of this contract, the Provider shall receive a fee of **\$4,000.00** for the services provided which is inclusive of all expenses incurred for the services provided. Final payment shall be made available to Provider via organizational check at the time of completion of services on the day of engagement.

## 6. Travel & Lodging

Purchaser agrees to provide payment for Provider's travel and lodging in conjunction with the performance. Purchaser has opted for the selection below for Provider's arrangements:

- Provider arranged option:* Provider will make own travel and meal arrangements.
- Client arranged option:* Arrangements may be made in advance and provided for by Purchaser without any cost to Provider.

## 7. Negligence

It is understood the Provider and Purchaser are separate entities. As such, the parties will each be responsible for their own acts of negligence as determined by law. Details and manner of performance are under the control of the Provider. However, the Purchaser has the right to direct the Provider to discontinue any activity constituting violation of City Ordinance, as well as any federal or state laws.

## 8. Modification

The following terms and conditions shall apply to this contract and if the terms of the contract and any subsequent riders conflict, the terms of this contract shall supersede and control the terms of the contract and any other riders to the contract, unless otherwise indicated. The subject matter of this contract supersedes all representations, promises, prior agreements and understandings, expressed or implied, including without limitation, between the Provider and the Purchaser. Any future modification of this agreement shall only be conducted by a written instrument that has been signed by both the Provider and Purchaser. Any strike outs, additions, or substitutions on the face of this contract that are initialed by the official representatives of the contract shall be deemed a modification of the contract and enforceable if both parties sign and initial the modifications.

## 9. Breach of Contract

~~This contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Georgia. This contract, and the terms and conditions contained herein, may be enforced by the Provider and by the Purchaser. Disputes regarding the terms of the Agreement or claims arising out of its execution or performance may be resolved in any Georgia court with competent jurisdiction.~~ *SWC*

8/28/2021

## 10. Indemnification

~~The Purchaser shall indemnify the Provider against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by performance of duties. The Provider shall indemnify, defend, and hold harmless Purchaser, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including~~

~~attorney fees, arising either directly or indirectly from any act or failure to act by the Provider or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.~~ SWC

8/28/2021

**11. Health & Safety Precautions**

Purchaser agrees to take all necessary actions to align with the CDC and State Health recommendations to mitigate the risks associated with COVID-19. Purchaser should also make every effort to prevent the presence of firearms or weapons of any kind.

**12. Publicity and Press**

Purchaser shall secure written approval from Provider for all press requests no later than two (2) days in advance, including, but not limited to photographing, media recordings, and/or interviews with Provider. Event/engagement publicity, advertising, and promotion of services are subject to Provider approval.

**13. Intellectual Property Rights and Videotaping/Recording**

The Provider retains the intellectual property rights to the materials unless specifically noted and expressed permission for reuse is provided. Purchaser shall make every effort to ensure the engagement is not recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, unless there is a specific written agreement with the Provider relating to and permitting such recording, reproduction, or transmission.

**14. Confidentiality**

The Provider and the Purchaser respectively own and have developed an impressive body of proprietary and confidential resources related to its operations. All confidential information disclosed is the sole property of each respective owner and shall be considered "Confidential Information" Confidential information shall mean all information disclosed to each other *shall not be* disclosed to outside third parties, and/or internal parties, that are not necessary for the completion of this agreement. **Any information submitted to the University may be subject to disclosure under the North Carolina Public Records Act.**

SWC

8/28/2021

**SIGNATURES: The parties agree that the date set forth above is the effective date of execution of this Agreement.**

**Social Responsibility Speaks**

*Eugene ...*  
Signature

Name: Co-Founder & Team Lead

EIN: \_\_\_\_\_

Date: 8/28/2021

**Purchaser**

DocuSigned by:  
*Steve Agostini*  
47FF272FC9674EC...  
Signature

Name: Steve Agostini

Title: Associate Vice Chancellor, Finance & Budget

Date: 9/15/2021