



American Program Bureau, Inc.  
 One Gateway Center, Suite 751, Newton, MA 02458  
 Phone: 617.614.1600 Fax 617.965.6610 apb@peckers.com

Date 03/11/2015 Contract: 63158 - R Agent: Ron Peleg

**REVISED CONTRACT**

**CLIENT:** Ohio State University  
**GROUP:** President and Provost's Diversity Lecture and Cultural Arts Series  
**FOR:**  
**PRIMARY CONTACT:**

Ms. Rose Wilson-Hill  
 015B Hale Hall  
 164 West 12th Avenue  
 Columbus, OH 43210  
 United States  
 Phone: 614-292-8155 Email: wilson-hill.46@osu.edu

**SPEAKER:** WM Haygood  
**DATE OF PROGRAM:** 10/21/2015 **TIME:** 05:00 PM  
**FEE:** \$16,300 of expenses outlined below.

**TRAVEL / EXPENSES:** (2) nights (room, tax, ground transportation in event city (excluding rental car charges). Specifics below:  
 \*Ground transportation - Blackwell Town Car special arrangement - Airport to hotel (if needed)  
 \*OSU/ODI will arrange on campus transportation  
 \*Meals (cannot cover alcoholic beverages)  
 \*OSU/ODI will cover meals at The Blackwell for Mr. Haygood: Dinner, October 20, Breakfast, lunch and dinner, October 21, Breakfast, October 22, OSU Moritz College of Law will cover lunch on October 22  
 Hotel - Nights of October 20 and 21 at The Blackwell

**TOPIC:** We want him to talk about his life's journey (growing up years, what catapulted him to his career path) and his book projects, etc. Include The Butler and Thurgood Marshall;

**SCHEDULE:**  
 10/21/15:  
 5:00PM-5:35PM: President's and Provost's Diversity Lecture  
 5:35PM-5:50PM: Q+A  
 Reception and book signing to follow (over by 6:30PM)  
 10/22/16:  
 9:00AM-10:30AM: Small Informal Roundtable Discussion with Bell National Center on the African American Male - Undergraduate Students and Bell Graduate Fellows  
 12:00PM-1:30PM: A Conversation with Professor Sharon Davies and invitees in the Moritz College of Law

**VENUE:** The Ohio Union  
 1739 North High Street  
 Columbus, OH 43201  
 United States  
 Phone: Fax:

**AUDIENCE:** Students, Faculty, Staff and Campus and Community

**SPECIAL REQUIREMENTS:** Client must have the speaker's book(s), The Butler and/or Showdown, available for sale at event. Please use approved written introduction and video clip (provided by APB) to introduce Mr. Haygood.

Publisher Contact: Kathy Zuckerman: kzuckerman@penguinrandomhouse.com

**PAYMENT:**  
 \$16,300.00 Balance Invoice due on or before 10/21/2015

**INVOICE:** Rose Wilson-Hill  
 Ohio State University - President and Provost's Diversity Lecture and Cultural Arts Series  
 164 West 12th Avenue, Suite 15B  
 Office of Diversity and Inclusion  
 Columbus, OH 43210  
 United States

Please make checks payable to American Program Bureau, Inc. (Fed ID #04-2371423)

**CLIENT**

**AMERICAN PROGRAM BUREAU, INC.**

**AUTHORIZED SIGNATURE:**

**AUTHORIZED SIGNATURE:**

**NAME & TITLE:** Russell K. Culp  
 Director of Purchasing

**NAME & TITLE:** Heather Crowley  
 Contract Specialist

This Agreement is subject to the additional terms and conditions set forth on the following pages.  
 The individual signing this Agreement warrants that he/she signs as a duly authorized representative of the Client.

This Standard Contract is for Guest Speakers presenting at The Ohio State University. This contract is to be used only for events occurring on the campus of The Ohio State University regardless of the dollar amount associated with the agreement.

The form should be completed to the Finance Office for review by emailing it to contract ([ellis.199@osu.edu](mailto:ellis.199@osu.edu)) no later than two weeks prior to the date of the event. In addition to the form, a W-9 form and disbursement voucher must be completed and signed. Please make sure you indicate to whom the honorarium check should be sent.

---

Agreement with Reverent Al Sharpton ("Guest Speaker") for his presentation on January 14, 2015 at The Ohio State University (Office of Diversity and Inclusion).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound hereby, the parties agree as follows:

1. Scope of Services

- The Guest Speaker will give a presentation in conjunction with Dr. Jamal Watson as part of The Annual Dr. Martin Luther King, Jr. Celebration by the Frank W. Hale, Jr. Black Cultural Center or Office of Diversity and Inclusion of The Ohio State University at The Ohio State University on the following date(s): January 14 (2015).
- The conversation/ dialogue must be related to the theme and celebration of Dr. Martin Luther King, Jr.
- For this Engagement, he will receive an honorarium of \$12,500.00 (with \$6,250.00 sent in advance as a holding fee for the program).
- The program will take place in this campus location: The Ohio Ballroom, 1739 North High Street, Columbus, Ohio 43210-1302
- A photograph and biographical material will need to be sent to a designated OSU personnel

2. Compensation

- The Ohio State University will provide the Guest Speaker with lodging for 2 rooms at the Blackwell Inn and Conference Center, 2110 Tuttle Park Place, Columbus, Ohio 43210 (on the campus of The Ohio State University) January 15, 2015 for lodging and for meals. Original itemized receipts must be submitted (alcohol cannot be included in the food receipts).
- Please check the appropriate box:
  - College will reimburse the Guest Speaker up to \_\_\_\_\_ (amount) for travel expenses.
  - College will arrange travel for the Guest Speaker and guest at its expense (First Class travel for Reverend Al Sharpton and coach transportation for guest). Ground transportation will be provide in terms of a SUV unit for travel
  - No travel expenses are provided.

3. Indemnification

~~The Ohio State University agrees to indemnify and hold harmless Guest Speaker and his/her agents from and against any claims, costs, expenses, damages, liabilities, losses or judgments ("Losses") arising out of, or in connection with, any claim, demand or action by a third party, if such Losses are sustained as a direct or indirect consequence of the Engagement, excepting any Losses that are caused solely by the negligence of Guest Speaker and his/her agents. Guest Speaker shall indemnify and hold harmless University, its trustees, officers, employees and agents from and against any Losses arising solely out of the negligent acts of Guest Speaker and his/her agents associated with the Engagement.~~

4. Independent Contractor

Guest Speaker is an independent contractor and is not an employee, agent, servant, joint venture, partner or affiliate of or with The Ohio State University. University shall have no right to exercise control or direction over the activities of the Guest Speaker except as provided herein. Guest Speaker acknowledges that no federal, state or local taxes will be withheld from the compensation paid to Guest Speaker under this Agreement, nor will Guest Speaker receive any employee benefits from the University, including but not limited to pension, health, social security, workers' compensation, or other insurance.

5. Severability

The covenants in this Agreement are severable and if any covenant or portion thereof is held to be invalid or unenforceable for any reason, such covenant or portion thereof shall be modified or adjusted to the extent necessary to cure the invalidity or unenforceability, and all other covenants or provisions shall remain valid and enforceable.

6. Entire Agreement

This Agreement and the exhibits attached hereto express the entire agreement between the parties regarding the Engagement to be performed hereunder, and supersedes all prior agreements, understanding, and negotiations involving the parties regarding the Engagement, whether written or oral, consistent or inconsistent, or otherwise. ~~This~~

~~Agreement may not be amended, modified, waived, terminated or clarified except by written agreement signed by both parties.~~

All changes made herein are binding on both parties

7. Choice of Law

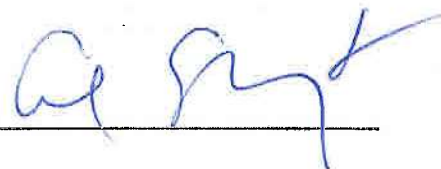
This Agreement shall be governed by and be interpreted in accordance with the laws of the Commonwealth of Ohio.  
State

8. Termination

If the Guest Speaker is unable to carry out the Engagement for reasons beyond his or her control, or if College is unable to host the Engagement for reasons beyond its control, this agreement is cancelled and its terms are null and void.

9. Other items of agreement (special instructions/expectations of the Guest Speaker)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

  
\_\_\_\_\_

12/5/14

(Guest Speaker)

(date)

*Russell K. Coker*  
(OSU Host) *Russell K. Coker*  
*Dir of Prov*

*24 Nov 2014*  
(Date)

\_\_\_\_\_  
Associate Vice President for Finance

\_\_\_\_\_  
(date)