



**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO
GUEST LECTURER/PRESENTER AGREEMENT**

THIS AGREEMENT is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of *Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001* (hereinafter MnSCU), and *Ilhan Omar, 2621 6th St. S, Minneapolis, MN 55454* (hereinafter PRESENTER), an independent contractor, not an employee of the State of Minnesota.

WHEREAS, the PRESENTER represents that he / she is not a current state employee; and

WHEREAS, the PRESENTER represents that he / she has not received an early separation incentive under Minnesota State Colleges and Universities Board Policy 4.11, Board Early Separation Incentive Program (BESI), during the one year post-separation period prior to the effective date of this contract.

PRESENTER will deliver the following agreed upon services (the "Presentation") as described below:

Name/Title of Event:	<u>Pan African Conference</u>
Date and Time of Event:	<u>February 9, 2018 starting at 12:15 p.m.</u>
Location:	<u>Centennial Student Union, MnSCU Campus</u>
Topic/Title of Presentation:	<u>Will serve as a member of the Pan African Conference Legislative Panel and answer questions</u>
Length of Presentation:	<u>One (1) hour and Fifty (50) minutes</u>

PRESENTER understands that no work or presentation should begin until all required signatures have been obtained and PRESENTER is notified to begin work by MnSCU.

1. **PAYMENT.** MnSCU shall pay PRESENTER following PRESENTER's completion of the Presentation and PRESENTER's submission of invoice as follows (check and complete those that apply):

X A stipend of Two Hundred Fifty and 00/100 Dollars (\$250.00) via check.

MnSCU's total obligation to PRESENTER shall not exceed Two Hundred Fifty and 00/100 Dollars (\$250.00). This includes all expenses.

NOTE: Reimbursement for any expenses checked above shall not exceed those provided for in the Department of Employee Relations' "Commissioner's Plan." A copy of the Plan is available upon request.

2. **TAXES.** Minnesota Statute §290.9201 requires MnSCU to withhold a two percent (2%) tax on the gross compensation, including reimbursable expenses, paid to non-Minnesota entertainers and public speakers for any performance in Minnesota.
3. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this agreement must be sent to the other party's authorized representative.

A. MnSCU's authorized representative for the purpose of administration of this agreement is:

Name:	Kenneth Reid Multicultural Center
Address:	Minnesota State University, Mankato

269 Centennial Student Union
Mankato, MN 56001
Telephone: 507-389-6207
E-Mail: Kenneth.reid@mnsu.edu

Such representative shall have final authority for acceptance of the PRESENTER'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented.

B. The PRESENTER'S authorized representative for the purpose of administration of this agreement is:

Name: Ilhan Omar
Address: 2621 6th St. S
Minneapolis, MN 55454
Telephone: 612-423-7558
E-Mail: connor.mcnutt@house.mn

4. **CANCELLATION**. Either party may cancel this agreement upon ten (10) days' notice to the other party.
5. **ASSIGNMENT**. PRESENTER shall not assign or transfer any rights or obligations under this agreement.
6. **LIABILITY**. Each party will be responsible for its own acts and behavior and the results thereof. MnSCU's liability is governed by the Minnesota Tort Claims Act, Minnesota Statute §3.736, and other applicable laws.
7. **PUBLICITY**. PRESENTER shall not release any publicity materials, including notices, pamphlets, press releases, signs and similar public notices, before receiving MnSCU's approval.
8. **DATA DISCLOSURE**. As a condition of this agreement, PRESENTER is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require PRESENTER to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

Independent Contractors. Minn. Stat. §256.998 requires MnSCU to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Agreement is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

9. **MINNESOTA GOVERNMENT DATA PRACTICES ACT**. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this agreement. The PRESENTER and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PRESENTER in accordance with this agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the PRESENTER or MnSCU.

In the event the PRESENTER receives a request to release the data referred to in this clause, the PRESENTER must immediately notify MnSCU. MnSCU will give the PRESENTER instructions concerning the release of the data to the requesting party before the data is released.

10. **INTELLECTUAL PROPERTY**. PRESENTER retains all rights, title and interest in any intellectual property materials created by the PRESENTER that arise out of the performance of this agreement, including any materials disseminated as part of the presentation (the "Materials"). PRESENTER represents and warrants that any such intellectual property does not infringe upon any intellectual property rights of another. PRESENTER grants to MnSCU limited permission to use the Materials for internal non-profit educational purposes consistent with this agreement. MnSCU shall not copy, display, or distribute the Materials without the prior written consent of CONTRACTOR.
11. **PRESENTATION AND RELEASE**. PRESENTER hereby authorizes MnSCU and its agents to record the Presentation on video tape, audio tape, film, photograph, or any other medium, and grants MnSCU an irrevocable, royalty-free, non-exclusive license to use, reproduce, modify, distribute, digitize, translate, and publicly exhibit such

recordings, in whole or in part, *for MnSCU's non-profit, educational purposes*. PRESENTER further consents to the use of his/her name, likeness, voice, and biographical material in connection with such recordings.

PRESENTER hereby releases MnSCU, its successors and assigns, and all persons for whom it is acting from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the recording process, or any unintentional misspellings or inaccuracies and waive any right that he/she may have to inspect or approve the finished recordings.

12. **JURISDICTION AND VENUE**. This agreement shall be governed by the laws of Minnesota. Venue for all legal proceedings arising out of this agreement, or breach thereof, shall be in a court with competent jurisdiction in Ramsey County, Minnesota.

13. **OTHER PROVISIONS**.

N/A.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

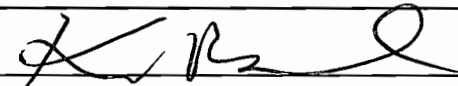
1. PRESENTER: ILHAN OMAR

PRESENTER certifies that the appropriate person(s) have executed the contract on behalf of PRESENTER as required by applicable articles, by-laws, resolutions, or ordinances.

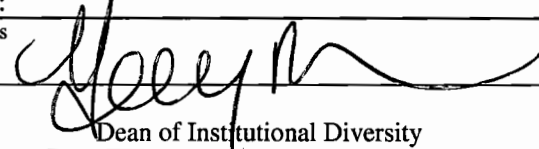
By:	
Title:	
Date:	2/9/18

**2. MnSCU: MINNESOTA STATE COLLEGES AND UNIVERSITIES,
MINNESOTA STATE UNIVERSITY, MANKATO:**

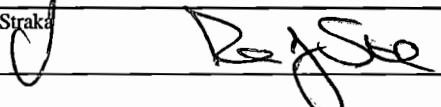
Recommended:

By: Kenneth Reid	
Title:	Director of African American Affairs
Date:	2-8-18

Recommended:

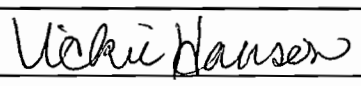
By: Henry Morris	
Title:	Dean of Institutional Diversity
Date:	2/9/18

Approved:

By: Richard J. Straka	
Title:	Vice President of Finance & Administration
Date:	2/9/18

3. VERIFIED AS TO ENCUMBRANCE, FORM AND EXECUTION:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By: Vickie Hanson	
Title:	Office Administrator, Finance & Administration
Date:	2/13/18