

**Contract: 05031303SS**

This contract is made and entered on Monday, May 6, 2013 by and between THE HARRY WALKER AGENCY, INC., 355 Lexington Ave, 21st Flr., New York, NY 10017, hereinafter referred to as the "Agency," party of the first part, and UB Foundation Activities, Inc., hereinafter referred to as the "Sponsor," party of the second part, relating to the appearance of Secretary Hillary Rodham Clinton, hereinafter referred to as the "Speaker."

The Speaker shall appear at the time and place specified below.

<b>Speaker:</b>	Secretary Hillary Rodham Clinton
<b>Itinerary:</b>	See Addendum
<b>Event Date:</b>	Wednesday, October 23, 2013
<b>Place of Meeting:</b>	UB Alumni Arena, North Campus - Buffalo, NY

#### PAYMENT TERMS

**Fee:** \$275,000 USD

**Travel Expenses:** It is understood and agreed that the Fee is inclusive of all travel expenses.

**Payment Terms:** \$137,500 is due on or before 07/31/2013; \$137,500 is due on or before 09/25/2013. All payments should be made to THE HARRY WALKER AGENCY, INC. and should include the Contract number as reference.

It is understood and agreed that all monies due (including travel expenses) must be paid according to due dates in order for Speaker to perform services. Sponsor shall be responsible for the costs and expenses, including reasonable attorneys' fees and disbursements, incurred by Agency in collecting any amount due hereunder.

The individual signing this Contract on behalf of Sponsor ("Signatory") represents and warrants that he/she signs as a duly authorized representative of the Sponsor.

**Signatory:** Ed Schneider

**Address:**

**Email:** [schneide@buffalo.edu](mailto:schneide@buffalo.edu)

**Business:** 716-645-3011

**Cell/Mobile:**

**Billing Contact:** Amy Veiders

**Address:**

**Email:** [amybeard@buffalo.edu](mailto:amybeard@buffalo.edu)

**Business:** 716-645-3414

**Cell/Mobile:**

**Sponsor Initials:** 

Contract: 05031303SS

**GOVERNING LAWS:** This Contract has been made, shall be performed and shall be construed in accordance with the laws of the State of New York, without regard to conflicts of law principles, and the Federal and state courts of the State of New York, County of New York, shall have exclusive jurisdiction over any dispute relating to this Contract. This Contract may not be changed or modified except by a writing signed by each of the parties hereto.

**VENUE:** The venue shall be as indicated in Place of Meeting above and shall be a well heated, lighted and licensed place for the appearance, in good condition. Sponsor agrees to limit the audience to no more than the legal number permitted.

**TAXES:** The Sponsor shall be responsible for and pay any and all applicable federal, state, and local rental, amusement, sales or other such taxes, specifically excluding income taxes, and fees to obtain all necessary licenses and insurance, related to this Contract. If Speaker's fee is subject to any non-resident withholding tax it is agreed that Sponsor will pay the necessary tax directly to the tax authority and will provide Speaker via Agency with the necessary documentation confirming payment of the tax for the Speaker's tax filings.

**CANCELLATION:** It is understood and agreed that this Contract is non-cancelable by Sponsor, and all amounts due pursuant to this Contract shall be paid in accordance with the "Payment Terms" set forth in this Contract.

If for any reason Speaker is prevented from or fails to appear, then this Contract shall be deemed terminated, and the Sponsor shall have no claim for damages against the Agency or Speaker by reason thereof; in such event the Agency shall use its best efforts to arrange for a mutually agreeable substitute speaker. Sponsor understands that the fees for a substitute speaker may be higher or lower than for the Speaker specified in this Contract and that a new contract will be necessary to bind a replacement Speaker. If Agency and Sponsor are unable to agree as to a substitute speaker, the fee paid by the Sponsor to Agency shall be refunded by the Agency, and the Sponsor shall have no other remedy.

Sponsor recognizes and agrees that Speaker may elect to reschedule or cancel her appearance under this Contract and Speaker may do so for any reason whatsoever and at any time prior to the engagement. In such event, Speaker shall have no liability whatsoever for such rescheduling or cancellation but Agency shall return any advance payment for fee and unused travel expenses previously received by Agency unless the parties have agreed to reschedule Speaker's appearance for another date.

In the event that the Sponsor fails or refuses to provide any of the items herein stated, or fails or refuses to make any of the payments as provided in this Contract, or fails to proceed with the engagement, the Speaker shall have no obligation to perform under the terms of this Contract.

**FORCE MAJEURE:** Notwithstanding any other provision of this Contract, in the event that the performance of any obligation under this Contract by either Party is prevented due to acts of God, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, or lockouts, or other events of force majeure, Agency, Speaker and/or Sponsor (Parties) shall not be responsible to the other for failure or delay in performance of its obligations under this Contract. Each Party shall promptly notify the other Parties of such force majeure condition. The terms of this clause shall not exempt, but merely suspend, any party from its duty to perform the obligations under this Contract until as soon as practical after a force majeure condition ceases to exist.

**CONFIDENTIALITY:** The Sponsor agrees to maintain the confidentiality of all the terms, conditions, and arrangements contained in this Contract and/or associated with the appearance by Speaker, except as required by law.

**INDEPENDENT CONTRACTOR:** Agency, acting as the Speaker's lecture booking agent, is an independent contractor and shall not be responsible in any way for the Speaker's acts, omissions, statements, or any commitment made by the Speaker or the Sponsor.

**ENFORCEMENT:** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract and each provision shall be enforced to the maximum extent permitted by applicable law.

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**SPEAKER ADDENDUM**  
**Secretary Hillary Rodham Clinton**  
**Wednesday, October 23, 2013**  
**Contract: 05031303SS**

**ADVANCE STAFF:**

It is understood and agreed that up to two (2) advance people will be sent to the venue of the engagement three (3) business days prior to the event to help coordinate and manage logistical and other aspects of this event related to the Speaker's appearance.

**EVENT FORMAT:**

The Sponsor agrees that a draft program for its event will be submitted to the Agency for its approval. This draft program must be submitted at least one (1) month prior to the date of the event, and prior to any agreements the Sponsor has finalized with prospective program participants. This draft program will specify the running order of the event, including such things as the introducer, moderator, etc.

It is agreed that Speaker will be the only person on stage during her remarks.

The Speaker may request that Sponsor pay for and provide a presidential glass panel teleprompter and a qualified operator.

It is agreed that the Speaker's office via the Agency shall have final approval of the introducer requested by Sponsor.

If the agreed-upon itinerary for this engagement includes a moderated Q&A, it is agreed that Speaker's office via the Agency shall have final approval of any moderator requested.

All audience questions to Speaker must be asked by the moderator who will join Speaker on stage following her remarks. During the moderated Q&A the only people on stage will be the Speaker and the approved moderator.

If the agreed upon itinerary for this engagement includes a photoline, it is understood and agreed that the photographer will take one (1) photo of each person or couple participating in the photoline. It is understood and agreed that the Sponsor will provide each of the photoline attendees with a copy of the photo for their personal use only. The Sponsor is also required to communicate to the Sponsor that the photo is for private, personal use only and that the photo cannot be used in any way to imply any kind of endorsement of an entity, individual, product or service. Any use of the photo that suggests or implies any such endorsement is forbidden.

It is agreed that all events in which the Speaker participates during this engagement will take place in the same venue unless agreed otherwise in writing by the Agency.

**SPEECH TOPIC AND RIGHTS:**

The topic, format, and length of the lecture or speech shall, unless specifically agreed in writing, be at the sole discretion of Speaker. The only approved speech title will be 'Remarks by Former Secretary of State Hillary Rodham Clinton'. The lecture and any supporting materials provided by the Speaker remain the intellectual property of Speaker.

**EVENT SPONSORS:**

The Speaker's office, via the Agency, shall have the right to approve, in its sole discretion, any entity or individual, other than the Sponsor, who will receive special consideration at the event in return for a fee, or in return for

**Sponsor Initials:**



offering their services in donation. This includes any individual or entity which receives placement on the event program, in any manner, including but not limited to as a speaker, introducer, or moderator, or promotional recognition in the event program, the invitation, signage at the event, or recognition on the Sponsor's website.

**ENDORSEMENT:**

It is understood and agreed that Speaker is NOT endorsing the Sponsor or any entity, individual, product, or service in any way associated with the Sponsor or the engagement. Further, any use of Speaker's name or likeness in any manner whatsoever that suggests or implies any such endorsement or approval is absolutely forbidden and any breach of this agreement shall give Speaker or the Agency a right to an injunction and a claim for damages in addition to any other rights or remedies that they may have.

**SETS AND PHOTOGRAPHS:**

The Agency, on behalf of Speaker, shall have the right to approve, in its sole discretion, sub-sponsors of the event, sets, backdrops, banners, scenery, logos, settings, etc. which are in any way related to her speech or any other activities associated with the Speaker's appearance.

Any photographs taken during the Speaker's appearance by Sponsor, or any entity or person associated with Sponsor, including but not limited to any guests or invitees, cannot be used or distributed without the Agency's prior written permission.

**PUBLICITY AND PROMOTIONS:**

The Sponsor agrees that all communications, mailings, solicitations, publicity and/or promotion that mentions or makes reference to Speaker must be specifically approved in writing in advance by the Agency. Please note that television, radio, or billboard advertising will not be approved.

**PRESS:**

The reception prior to the speech will be closed to the news-media. The Speaker's speech plus moderated Q&A will be open to news-media. The Sponsor will work with Agency to coordinate the organization and setup for the news-media during the speech and moderated Q&A portion of the event. There will be no other media opportunities or availabilities (i.e., press conferences, statements, etc.). Should the Sponsor seek to invite any members of the media as guests, the Sponsor shall provide the Agency with such guests' affiliation with the Sponsor and receive the Agency's agreement in advance of such invitations.

**TAPING:**

It is understood and agreed that recording the Speaker's remarks for any purpose, including by the Sponsor is not permitted. The lecture may not be broadcast, webcast, simulcast or otherwise reproduced. If necessary, the Sponsor may use Image Magnification (IMAG) to project Speaker's image on screens placed within the event room, with the understanding that the Speaker's remarks and image are not recorded as a result.

**TRANSCRIPTION:**

The Sponsor agrees to pay a fee of \$1,000 for the services of a stenographer, who will be onsite at the event. The stenographer will transcribe Speaker's remarks as they are being delivered, which shall be solely for the Speaker's records. All arrangements relating to the stenographer will be managed by the Agency.

The Sponsor understands and agrees that the electronic text speech transcript of Speaker's speech and any audiotape of the speech have been specially commissioned by and created for Speaker and constitutes a 'work made for hire' as that term is defined under the Copyright Act, 17 U.S.C. Section 101 et seq. In the event the electronic text speech transcript and any audiotape/videotape of the speech are not deemed a 'work made for hire' under the Copyright Act, the Sponsor hereby irrevocably assigns to Speaker in perpetuity any and all right, title and interest, including the copyright, in and to such transcript and audiotape/videotape/DVD for the entire world, and

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the Sponsor shall not have any ownership rights of any kind with respect thereto. Further, the Sponsor shall cause all individuals and entities retained by it in connection with transcribing Speaker's speech or audio taping/videotaping the speech to furnish such services on a 'work made for hire' basis as that term is used under the Copyright Act, and all such individuals and entities shall execute an assignment, in a form reasonably satisfactory to Speaker, of all right, title and interest in or to any of the services performed by them in connection with such work.

**RESERVED SEATING:**

The Sponsor should reserve twenty (20) seats at the event for Speaker's staff/guests. These seats should all be together in the priority seating area and the guests should be included in the photo receiving line. Guests will NOT count against Sponsor's 100 person count for the photoline. These seats will be released by the Agency should they not be required.

**SECURITY:**

It is understood and agreed by the Sponsor that any additional security measures requested by the US Secret Service, including but not limited to, magnetometers and people trained to operate them, as well as trained staff to search the bags of attendees as appropriate, will be the financial responsibility of the Sponsor.

**CLINTON FOUNDATION:**

It is understood that the net honorarium for this engagement is being paid to The Clinton Foundation, a 501(c)(3) organization dedicated to strengthen the capacity of people in the United States and throughout the world to meet the challenges of global interdependence. Payment for the appearance of the Speaker is not subject to personal entertainment tax withholdings in the United States or Canada, where applicable. Supporting documentation is available as needed. The US Fed ID # of the Clinton Foundation is 31-1580204. The full contract fee, however, as stated on this contract and accompanying invoices is made payable to the Harry Walker Agency, Inc. The Harry Walker Agency will remit payment to the Clinton Foundation.

**ITINERARY:**

Except as set forth in this Addendum, no additional appearances, seminars, discussion groups, receptions, dinners, press interviews, TV or radio arrangements, etc. shall be planned by the Sponsor nor expected of the Speaker unless expressly set forth in this Contract. The fees provided for in this contract are understood to be for the lecture program only; any other activities are to be treated independently unless contained in the Contract or expressly agreed to in writing by the Agency.

**It is agreed that the itinerary for this event will be as follows:**

**Wednesday, October 23, 2013**

7:30PM - 8:00PM: Photoline - *not to exceed 50 photos with up to 100 people*


8:00PM - 9:00PM: Speech followed by Moderated Q&A

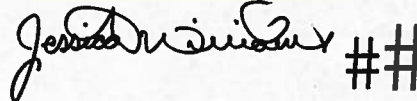
Sponsor Initials:                     


*EDC*

The individual signing this Contract on behalf of Sponsor ("Signatory") represents and warrants that he/she signs as a duly authorized representative of the Sponsor.

Agreed to and Accepted by:

	EDWARD P. SCHNEIDER	Executive Director	5-17-13
Sponsor	Name	Title	Date

			May 6, 2013
The Harry Walker Agency, Inc.			Date

Sponsor Initials: 



# E V E N T   C O N T R A C T

## UB Foundation Activities, Inc.

University at Buffalo, Service Cnt. Rd., 101 Center for Tomorrow, Buffalo, NY 14260 • Phone: 716/645-6148 • Fax: 716/645-2801

**EVENT:** University at Buffalo (UB) Distinguished Speakers Series event with Hillary Rodham Clinton (herein referred to as "TALENT"), scheduled for Wednesday, October 23, 2013, in UB's Alumni Arena (hereinafter the HALL).

IT IS AGREED that this Contract and the attached **EXHIBIT A**, along with The Harry Walker Agency (355 Lexington Avenue, 21st Floor, New York, New York 10017) contract which lists the particulars of the **EVENT** under consideration for this contract - constitutes the complete agreement between the **UB FOUNDATION ACTIVITIES, INC.**, an educational corporation existing under the laws of the State of New York, with its principal office at 101 Center for Tomorrow, University at Buffalo, Service Center Rd., Buffalo, NY 14260, hereinafter referred to as "**UBFA**", and **The Harry Walker Agency**, hereinafter referred to as "**AGENCY**." THIS CONTRACT MUST BE SIGNED AND RETURNED IN ORDER TO HAVE A FULLY EXECUTED AGREEMENT.

### 1. UNIVERSITY OBLIGATIONS

#### A. FACILITY & EQUIPMENT

- UBFA agrees to furnish the venue (HALL) for the **EVENT**, along with lighting, drapery, public address system and all audio-visual requirements for use at the **EVENT**, as required. Additionally, all necessary security, ushers, ticket sellers, ticket takers, licenses (if required), clean dressing room(s), as well as ticket sellers for advance and box office sales, both in the box office and at any place other than the UBFA at which advance sales may be made. **AGENCY** shall deliver current Technical Rider to UBFA with the Contract.

#### B. REPRODUCTION

- UBFA hereby agrees to exercise its best efforts to prevent the un-due broadcasting, recording or reproduction by radio, television or any other device of the **EVENT**, or any part thereof. Conversely, written permission of UBFA shall be required for any filming, broadcasting, recording or reproduction by radio or television or any other device of the **EVENT** by **AGENCY** or any other person.

#### C. NONDISCRIMINATION

- UBFA admission to, and seating, at the **EVENT** will be without regard to race, color, religion or national origin.

#### D. STAFF

- UBFA shall have final authority to determine the scheduling of staff necessary for load-in, lecture, and strike and final control over all technical questions as well as final authority to determine the scheduling of staff necessary for ushers, security, first aid, and concessions and final control over all front-of-house activities.

### 2. AGENCY OBLIGATIONS

#### A. INSURANCE

- **Indemnification:** **AGENCY** agrees to indemnify and hold UBFA harmless from and against any and all claims for bodily injury or property damage in connection with or relating to any actions, claims, or demands by third parties, in tort, to the extent that such actions, claims, or demands are based upon the acts, defaults, or neglects of the **AGENCY** and/or any of its employees.
- **Coverage:** **AGENCY** shall carry and maintain in full force and effect Comprehensive General Liability Insurance with minimum limits of \$1,000,000.00 (U.S. currency) and Non-owned and Hired Automobile Insurance with minimum limits of \$500,000.00 (U.S. currency). **AGENCY** agrees to furnish a Certificate of Insurance to UBFA upon receipt of a written request thereof.
- **Liability:** For the purposes of liability insurance required to be carried, UBFA shall be deemed to be primarily liable for all acts, occurrences, or omissions of its officers or employees arising out of or relating to the operation of the HALL as distinguished from the presentation of the performance in the HALL and the **AGENCY** shall be deemed to be primarily liable for all acts, occurrences, or omissions arising out of or relating to the presentation of the performance in the HALL as distinguished from the operation of the HALL premises.

#### B. FAILURE TO PERFORM, PRESENT OR APPEAR BY TALENT PROVIDED BY THE AGENCY

- **AGENCY** shall be under no liability for failure of **TALENT** to appear or perform, and UBFA shall be under no liability to provide payment in part or in whole, in the event that such failure is caused by or due to the physical disability or illness of **TALENT** provided by the **AGENCY** or acts or regulations of public authorities (including inclement weather resulting in declared State

**B. FAILURE TO PERFORM, PRESENT OR APPEAR BY TALENT PROVIDED BY THE AGENCY – cont.**

of Emergency or regional driving ban), labor difficulties, civil tumult, strike epidemic, interruption or delay of transportation service, war conditions, or any other similar or dissimilar cause beyond the control of AGENCY and UBFA.

- If TALENT to be provided by the AGENCY is unable to appear, a substitute of equal standing mutually agreed upon by UBFA and the AGENT, *may* be supplied. If the TALENT to be provided by the AGENCY fails to appear on the lecture date, in accordance with the above, UBFA shall not be liable for payment to said AGENCY or AGENT.

**C. OTHER PERFORMANCES**

- No performance by the TALENT to be provided by the AGENCY will be scheduled within a sixty (60) mile radius of UBFA's campus until two (2) months after the EVENT herein without the express written permission of UBFA. In the event of a scheduled performance within a sixty (60) mile radius of UBFA's campus following EVENT, no announcement of any kind pertaining to that performance may be made until after the EVENT at UBFA.

**D. TRAVEL ARRANGEMENTS**

- All AIR transportation arrangements will be made by AGENCY unless UBFA agrees in writing prior to the engagement to provide assistance in this respect.

**E. ADVERTISING MATERIAL**

- UBFA may request AGENCY to provide a specific amount of advertising material at least two (2) months prior to the date of performance.
- Copy about the talent provided by the AGENCY to be included in marketing materials must be furnished by AGENCY to UBFA no later than six (6) weeks prior to the performance.

**3. GENERAL REQUIREMENTS**

**A. LIGHTING/SOUND CHECK**

- If a lighting, or sound check is required, such checks must be scheduled 1.5 to 2 hours prior to the start of the EVENT.

**B. EMERGENCY OR AUDIENCE HAZARD**

- In the event of an emergency or audience hazard, the UBFA house manager shall have the exclusive right to energize the house lights or take any other action which the house manager in their sole discretion deems necessary to provide for audience or facility safety.

**C. SAFETY**

- AGENCY will not permit talent to bring onto stage any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon. UBFA shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the premises and the further right to require its immediate removal from the premises.

**D. CONCESSIONS / MERCHANDISE**

- Sale of souvenir programs, librettos, recordings, periodicals, books, magazines, newspapers, beverages, candies, foods, novelties or photographs remain under the control of UBFA.
- UBFA controls all ticketing for events in its own facilities. Best efforts will be made to accommodate AGENCY requests for special ticketing arrangements.

**4. GOVERNING PROVISIONS**

- The AGENCY engaged in securing the talent under this Agreement shall at all times be deemed to be performing as an independent contractor and not as agents or employees of the University and acts and omissions of such AGENCY shall be deemed to be those of the AGENCY themselves. The AGENCY shall indemnify and hold harmless the State of New York, the University and its employees from and against all losses, claims, demands, judgments, costs and expenses of every nature and kind arising out of, incidental to, or in any way resulting from the acts or omissions of the AGENCY while acting within the scope of their performance under this Agreement.
- This agreement shall be construed in accordance with the laws of the State of New York.
- AGENCY shall comply with all laws, ordinances, rules, orders, regulations and requirements of federal, state and municipal governments, and of any and all their departments, divisions, bureaus and subdivision, applicable thereto including the provisions contained in Exhibit A attached hereto and made a part of this agreement.
- This contract and Exhibit A, together with the attached AGENCY performance contract constitutes the entire agreement of the parties hereto and all previous communication between the parties, whether written or oral, with reference to the subject matter is hereby superseded.
- In the event of any inconsistencies between the AGENCY contract and this UBFA contract, the latter shall prevail.



- UBFA reserves the right to cause this contract to be void if not properly signed and returned no less than two (2) weeks prior to the scheduled date of performance.

**5. NOTICE**

Any notice to either party hereunder must be in writing signed by the party giving it and be served personally or by registered mail as follows:

To: *UB Foundation Activities, Inc.:*  
Edward Schneider, Executive Director  
UB Foundation Activities, Inc.  
University at Buffalo  
101 Center for Tomorrow  
Service Center Rd.  
Amherst, New York 14260


William Regan  
Director, Special Events  
University at Buffalo  
352 Fargo Quad, Bldg. #4  
Buffalo, New York 14261-0050

and also a copy to:  
or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

**AGENCY CERTIFICATION**

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract and the AGENCY's own executed Contract."

**FOR THE UB FOUNDATION ACTIVITIES, INC:**

By   
Edward Schneider  
Executive Director


Date 5-17-13

**FOR THE HARRY WALKER AGENCY:**

By \_\_\_\_\_

Date \_\_\_\_\_

**FOR THE OFFICE OF SPECIAL EVENTS  
(point office for EVENT Operations):**

By   
William Regan  
Director

Date 5/17/13

Tax Identification Number: \_\_\_\_\_