

CONTRACT DATE:	Friday, February 4, 2022	SPEAKER:	Robin DiAngelo
AGENCY:	Harry Walker Agency, LLC	SPEAKER'S COMPANY:	Robin DiAngelo LLC
EVENT DATE:	Monday, November 7, 2022	SPONSOR:	Medical University of South Carolina (MUSC)
PLACE OF MEETING:	Virtual		

ITINERARY

11:45 AM - 12:00 PM EST:	Speaker, or Speaker's representative, to participate in a technical check
12:00 PM - 1:15 PM EST:	Speaker's Presentation (keynote followed by a moderated conversation, 75 minutes)
1:15 PM - 1:45 PM EST:	Speaker to participate in a small group discussion (approximately 30-45 attendees)
1:45 PM - 2:00 PM EST:	Speaker may participate in an interview OPTIONAL

All requested changes to the Itinerary and Event Format by Sponsor are subject to Speaker's final approval. No additional activities shall be planned by Sponsor nor expected of Speaker unless expressly set forth in this Contract. The Fee and expenses provided for in this Contract are understood to be for the activities described herein. Any additional activities may be subject to an additional fee and must be agreed to in writing by the Parties. Speaker's participation in any Itinerary activities denoted as **OPTIONAL** is not required and participation is at Speaker's sole discretion.

EVENT SUMMARY

SPEAKER'S PRESENTATION:

- Speaker's remarks, Q&A, conversations, and presentation.

LIVE STREAMING: Yes

- Speaker's Presentation will be live streamed once on the Event Date (the "Live Stream"):
 - o Via a gated, password protected mutually agreed platform. (Zoom is pre-approved).
 - o Accessible to registered attendees only.
- The Live Stream will not be maintained on the site after the live-viewing and will not be rebroadcast, distributed, or otherwise exploited at any time without Speaker or Agent's prior written permission except as outlined below.

RECORDING: Yes

- The Live Stream (moderated conversation only) will be recorded. The Speaker's keynote will not be recorded. Such audiovisual recording of Speaker's Presentation shall be defined as the "Recording".
- An unedited copy of the Recording in its entirety must be sent to Agent for Speaker's approval in a downloadable format, within seven (7) days of such recording session unless otherwise agreed, and prior to any usage or posting of the Recording. If the Recording is edited by Sponsor, the modified version must be submitted to Speaker for final written approval. In all instances, Sponsor will only be permitted to use the version of the Recording that is pre-approved in writing by Speaker.

CLIPS: Yes

- Sponsor may feature Clips on Sponsor's official website and social media accounts for the sole purpose of promoting the Event or promoting future event series under the same event name, subject at all times to Speaker's prior written approval. Sponsor shall be responsible for obtaining any necessary third-party rights and/or clearances for additional materials featured in all Clips. Clips will not be distributed or exploited in any manner except as preapproved in writing by Speaker, and will, at all times exclusively be used strictly as promotion of Speaker's participation in the Event itself but not for any commercial tie-up or endorsement of Sponsor's products or services.
- Speaker may request removal of Clips in the event that Speaker feels that the messaging does not align with Speaker's personal views or that such messaging creates or has the potential to create any personal or professional conflicts. At such request, Sponsor shall remove any Clips promptly upon receipt of such notice.
- "Clips" shall be defined as modified or shortened audiovisual clips of the Recording. Clips must be pre-approved in writing by Speaker via Agent prior to use or distribution of any kind.

PHOTOGRAPHS: Not permitted

USE OF RECORDED MATERIALS: Yes, subject to below

- The Recording may be posted on Sponsor's secured, password-protected platform (Learning Management System) after specific written approval is received from Speaker's office or Agent in each instance.
 - o Accessible to Sponsor student, faculty, and staff only.
 - o Time Limit: thirty (30) days following the Event, once approved by Speaker.
- Sponsor may not assign, transfer, or grant the permissions herein to any other entity.
- "Recorded Materials" shall be defined as collectively, the Recording (whether a Pre-Event Recorded, a Live-Recording, or both), Clips, and Photographs (if permitted). Recorded Materials may not be created, captured, used, altered, or distributed other than as outlined above without prior written approval in each instance from Speaker via Agent.

PRESS: Closed

EVENT FORMAT:

- Keynote, moderated conversation.
- Participants related to Speaker's appearance (including any emcee/s, moderators, panelists, or co-participants) must be submitted to Agent in advance of the Event with reasonable time for Speaker's review and written approval. It is expressly understood that Speaker may grant or withhold approval at their sole discretion.
- Any pre-planned questions shall be submitted to Agent in advance of the Event with reasonable time for Speaker's review and written approval. Speaker will not be required to answer any pre-planned questions that were not specifically approved in advance. All questions must be asked by the pre-approved moderator.
- The Event Format may not be changed without Speaker's prior written approval.

ADVERTISING AND PUBLICITY:

- Permitted solely for in-context promotional purposes with pre-approved use of Speaker's Likeness in each instance after Contract is signed and Deposit received by Agent.
- Use of Speaker's Likeness is not permitted after the Event without prior written approval in each instance.
- "Speaker's Likeness" shall be defined as Speaker's name, approved image, approved likeness, approved bio, and/or other approved identifications.

SUB-SPONSORS:

- Speaker's office, via Agent, shall have the right to approve, in its sole discretion, any entity or individual, other than Sponsor, who will receive special consideration during the Live Stream and/or in any Recorded Materials and are otherwise associated with Speaker's Presentation. This includes, but is not limited to, any individual or entity which receives placement or advertisement during the Event and/or Speaker's Presentation, in any manner, including, but not limited to, as a co-sponsor, speaker, introducer, moderator, or promotional recognition during the Event program, the invitation, signage at the Event, recognition on Sponsor's website, the Live Stream, and/or on Recorded Materials.
- Speaker shall have the right to approve all sets, backdrops, banners, scenery, logos, settings, etc. which are in any way related to the Speaker's Presentation or any other activities during Speaker's appearance at the Event.

OTHER DETAILS:

- Attendee count for the Event is approximately 175 Sponsor students, staff, and faculty. Any significant change in the anticipated attendee count must be acknowledged in writing by both parties.
- Speaker, or Speaker's representative, agrees to participate in a conference call with Sponsor at a mutually agreed date and time prior to the Event Date to discuss the Event and/or the Speaker's Presentation topic.

PAYMENT TERMS

FEE: \$15,000.00 USD

PAYMENT: \$7,500.00 USD Deposit is due in accordance with the date set forth on the Invoice.
\$7,500.00 USD Balance is due no later than four (4) weeks prior to the Event Date.

EXPENSES: The Fee is inclusive of all production costs related to Speaker's Presentation.

Speaker hereby appoints Harry Walker Agency, LLC as Speaker's sole and exclusive agent ("Agent") with respect to this Contract and authorizes and directs Sponsor to make all payments due or to become due to Speaker hereunder to and in the name of said Agent as full evidence and satisfaction of such payments.

All payments should be made via wire transfer to HARRY WALKER AGENCY, LLC and should include the Contract number as reference. **Please do not mail checks unless payment by check has been authorized by Agent.**

All monies must be paid according to the invoice dates in order for Speaker to perform services. Failure to meet the payment due dates shall constitute a breach of this Contract. The acceptance of any payment after its due date shall not be construed as a waiver of Speaker or Agent's rights hereunder. Sponsor shall be responsible for the costs and expenses, including reasonable attorneys' fees and disbursements, incurred by Agent in collecting any amount due hereunder.

This Agreement is subject to the attached Terms and Conditions, which are incorporated herein, referred to together as the "Contract".

Each party to this Contract warrants to the other that its respective signatory/ies to the Contract as designated below, is/are the duly authorized representative(s) of their respective organizations.

**HANDWRITTEN AND/OR ELECTRONIC REVISIONS, EXHIBITS, AND ADDENDUMS ATTACHED TO OR MADE IN THE CONTRACT SHALL NOT BE BINDING NOR INCORPORATED INTO THE CONTRACT AND WILL NOT BE CONSTRUED TO REFLECT INTENT.
A SIGNED CONTRACT RETURNED BY SPONSOR SHALL BE DEEMED FULLY EXECUTED WITHOUT REGARD TO ANY SUCH REVISIONS OR ADDENDUMS.**

This Contract shall be considered in full force and effect on the date listed above.

Agreed to and Accepted by:

Robin DiAngelo

5/25/2022

Maggie C. Witt

5/25/2022

Signature
Robin DiAngelo LLC
Its: Authorized Signatory

Signature
Medical University of South Carolina (MUSC)
Its: Authorized Signatory

MUSC
OFFICE OF THE
GENERAL COUNSEL
-APPROVED AS TO FORM-
Forrest H. Hines

TERMS AND CONDITIONS

- 1. GOVERNING LAWS:** Intentionally omitted on a non-precedential basis.
- 2. VENUE:** Intentionally Omitted on a non-precedential basis.
- 3. TAXES:** Sponsor shall be responsible for and pay any and all applicable federal, state, and local rental, amusement, sales and other such taxes and fees to obtain all necessary licenses related to hosting this Event. Speaker and Agent shall be responsible for their respective income tax obligations related to this Fee.
- 4. TRAVEL DOCUMENTS:** Intentionally Omitted on a non-precedential basis.
- 5. SPEAKER CANCELLATION:** If for any reason Speaker is prevented from or fails to appear, Agent will refund the Fee paid by Sponsor and Sponsor shall have no other remedy. Alternatively, Sponsor may elect to have Agent use its commercially reasonable 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 Speaker specified in this Contract and that a new contract will be necessary to bind a replacement speaker. If Agent and Sponsor are unable to agree as to a substitute speaker, any advance Fee and refundable travel expenses paid by Sponsor to Agent shall be refunded by Agent to Sponsor, and Sponsor shall have no other claim or remedy against Agent or Speaker.
- 6. SPEAKER DELAY:** Notwithstanding the foregoing, if Speaker is unavoidably delayed (including, but not limited to, for reasons due to technical or digital connection issues), but arrives and presents his/her presentation, Speaker's obligations shall be deemed fulfilled and Speaker and Agent will have no further liability to Sponsor.
- 7. SPONSOR CANCELLATION:** This Contract is non-cancelable by Sponsor, except for reason of Force Majeure Condition (as defined herein). If Sponsor cancels Speaker's participation in the Event for any reason other than a Force Majeure Condition and after the Contract is fully executed, any unpaid portion of the Fee and actually incurred Expenses shall immediately become due to Agent. In furtherance thereof, in the event that Sponsor fails or refuses to provide any of the items herein stated, fails or refuses to make any of the payments as provided in this Contract, or fails to proceed with the Event, Speaker shall have the right to terminate this Contract and shall have no obligation to fulfil his or her obligations hereunder. If Sponsor breaches this Contract and Speaker elects to terminate the Contract, Sponsor shall forfeit any advance fees paid to Agent without refund and Sponsor shall remain liable to Agent for any balance of unpaid Fees and non-refundable expenses that have already been incurred.
- 8. FORCE MAJEURE:** Notwithstanding any other provision of this Contract, in the event that the performance of any obligation under this Contract by Agent or Sponsor is prevented due to acts of God including, but not limited to, pandemics; wars; hostilities; blockades; civil disturbances; revolutions; strikes; terrorist attacks; lockouts; government mandated restrictions or lockdowns, or other events outside the control of Agent, Speaker or Sponsor, "a Force Majeure Condition". Agent, Speaker, and/or Sponsor 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 party 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. In the event Speaker is unable to reschedule his/her/their appearance, Sponsor shall be entitled to a refund of the Fee and refundable travel expenses, less a pro rata portion of the Fee, to be mutually agreed by the parties in good faith, for services rendered up to the time of any cancellation, if any, and any costs incurred by Speaker. Following the refund of applicable monies by Agent, the parties shall have no further liability to one other. In no event shall a Force Majeure Condition require the expenditure of any costs related to non-refundable expenses incurred by the Speaker in the planning for the event or additional fees by either Speaker or Agent.
- 9. CONFIDENTIALITY:** Sponsor, Speaker, and Agent each agrees to maintain the absolute 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.
- 10. USE OF SPEAKER'S LIKENESS:** Sponsor may not announce, promote, or advertise Speaker's appearance at the Event in any manner until the Contract is returned signed, the Deposit is received by Agent, and Sponsor has received written permission from Agent. Once the foregoing conditions have been satisfied, Sponsor may use Speaker's Likeness (as defined above) solely for the purpose of advertising Speaker's appearance and services at the Event up to and including the Event Date but not thereafter, except as expressly agreed in writing by Speaker or Agent. All communications in any format that mentions or make reference to the Speaker must be specifically approved in advance by Speaker (via the Agent) including, but not limited to, mailings, digital marketing, social media posts, websites, newsletters, solicitations, publicity, and/or promotion of any kind. All use of Speaker's Likeness of any kind and in any format shall be subject to Agent's prior written approval. Speaker is not endorsing Sponsor, or any party, or any product or service, affiliated therewith and shall not be advertised or promoted as doing so. Any use of Speaker's Likeness that suggests or implies any such endorsement or approval is forbidden and any breach of this Paragraph shall give Speaker and/or Agent a right to an injunction and a claim for damages in addition to any other rights or remedies that Speaker and/or Agent may have.
- 11. USE OF RECORDED MATERIALS:** Except as expressly permitted within the Event Summary, the Recorded Materials captured or created by Sponsor or any agent, representative, or employee of Sponsor may not be used or distributed by Sponsor, event photographer/s, or any entity or person associated with Sponsor, for any purpose without the Agent's prior written permission in each instance. This includes, but is not limited to, press releases, public or private websites, social media accounts, YouTube channels, email blasts, brochures, newsletters, future marketing materials, and any mailing pieces.
- 12. RIGHTS:** Speaker reserves all rights in Speaker's Presentation and the Recording which shall remain the sole intellectual property of Speaker. The foregoing does not extend to any questions asked or comments offered by Sponsor or other participants at the Event, which shall remain the exclusive property of Sponsor.
- 13. INDEPENDENT CONTRACTOR:** Agent acts herein only as a speakers' bureau representative for Speaker. Speaker is an independent contractor and Agent shall not be responsible for any act of commission or of omission on the part of either Sponsor or Speaker, or in any way for any statement or opinion expressed by Speaker In furtherance thereof. This Contract shall not, in any way, be construed so as to create a partnership or any other kind of joint undertaking or venture between Agent, Speaker, or Sponsor.
- 14. SPEAKER'S CONTROL OVER MANNER OF PERFORMANCE:** Speaker shall have the exclusive control over the means and methods employed by Speaker during Speaker's appearance and performance at the Event, in all respects and in all details.

15. INSURANCE; INDEMNIFICATION: Sponsor agrees to obtain and maintain, through completion of the Event, comprehensive insurance coverage sufficient to cover any possible claims that might arise from the Event. Prior to the Event and with Speaker or Agent's prior request, Sponsor shall provide Agent with a certificate of insurance evidencing such coverage. Sponsor shall indemnify, defend and hold harmless Agent and Speaker from and against any loss, damage or expense, including reasonable outside attorneys' fees and costs, incurred in connection with or as a result of the Event.

16. MARKS: Nothing contained herein will be construed to convey to Sponsor any rights to use the trademarks, logos, uniforms or identifications ("Marks") of any team, association, group, company, sponsor or other entity associated with Agent or Speaker in any way. All rights to the use of the Marks must be acquired by Sponsor from the appropriate rights holder, and if the Marks are used by Sponsor then, Sponsor (i) will provide Agent and Speaker in advance of use satisfactory written evidence of its right to use the Marks, and (ii) agrees to indemnify, protect and hold harmless Agent and Speaker from and against any and all claims, damages and/or losses that may arise from Sponsor's use of the Marks.

17. 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. All rights and remedies accorded to the parties hereunder, or by operation of law, shall be deemed to be cumulative and the pursuit of one right or remedy shall not be deemed or construed to be a waiver of any other right or remedy allowed hereunder or by operation of law. Sponsor warrants that the individual executing this Contract on behalf of Sponsor is an authorized representative of Sponsor with the power and authority to bind Sponsor to this Contract. This Contract is not binding upon Agent, Speaker, or Speaker's Company until Agent has received a complete and fully executed copy of the Contract.

18. LIMITATION OF LIABILITY: Notwithstanding anything to the contrary in this Contract, neither Party shall be liable to the other for any consequential, indirect, incidental, punitive, special or exemplary damages incurred by either Party arising out of a breach of this Contract, even if that Party has been advised of the possibility of such damage. In all events, Agent's total liability under or in connection with this Contract shall not exceed the amount of the Fee actually paid.

19. CONTRACT CONTROLS: This Contract controls, supersedes, and takes precedence over any other addendums, documents, or prior communications, whether written or oral, provided by or exchanged between Sponsor and Agent.

20. SURVIVAL: Any terms that by their nature and purpose should survive the termination of this Contract, including but not limited to Confidentiality and Independent Contractor, shall survive any expiration or termination of the Contract.

21. SPEAKER RIGHTS AS A THIRD-PARTY BENEFICIARY: Intentionally omitted on a non-precedential basis.

22. ANTI-CORRUPTION FULFILMENTS: Sponsor represents that neither Sponsor, nor any of its respective directors, officers, agents, employees or person associated with or acting on behalf of Sponsor will, directly or indirectly, offer, promise, authorize or receive any payment or gift of anything of value for the purpose of (i) influencing or inducing any official act or decision of a Government Official, (ii) inducing such Government Official to use influence to affect any act or decision of a governmental authority, (iii) securing any improper advantage, or (iv) taking any action in furtherance of an offer, payment, promise, gift or anything else of value, directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action or retain business or otherwise secure any improper advantage. "Government Official" means any official, including those who are employed, appointed or elected, at government agencies, departments, instrumentalities or ministries; employees of government-owned or government-controlled entities; officials of political parties and candidates for public office; employees of public international organizations like the UN, World Bank, European Union; members of monarchies or royal families; or anyone who acts in an official capacity on behalf of any of the above.

23. COMPLIANCE WITH LAWS: Sponsor shall ensure compliance with all applicable laws and policy requirements including, but not limited to, any union requirements, and all laws, legislation, and regulations as to licensing, insurance, personal data protection and privacy, and generally in relation to the Event.

24. ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the Parties and may not be contradicted by any oral understanding or agreement not reflected herein or signed by both Agent and Sponsor. This Contract may not be transferred, altered, changed, modified, or waived in whole or part except by an agreement in writing signed by the Parties. An executed facsimile copy or photocopy of the Contract shall be deemed an original.