

Augusta University Policy Library

Invited Speakers and Guests Policy

Policy Manager: Office of the Provost

POLICY STATEMENT

Augusta University Community Members contribute to AU's vibrant and rigorous intellectual environment by inviting speakers and guests with a range of insights and experiences to engage with this community. This policy helps articulate the principles, policies, and associated responsibilities when engaging external Invited Speakers or Guests to participate in sponsored campus events.

Recognized Augusta University Community Members organizing Public Events or Programs featuring external Invited Speakers or Guests are expected to observe and abide by AU values and principles in support of free inquiry, as well as AU policies and regulations and applicable state and federal laws. For questions to this regard please refer to AU's Freedom of Expression Policy.

This policy is not intended to apply to guest lecturers speaking to a class during regularly scheduled classroom hours, or to invited speakers or guests who are invited to speak as part of a regularly scheduled curricular, clinical, or research program.

AFFECTED STAKEHOLDERS

Indicate all entities and persons within the Enterprise that are affected by this policy:

- Alumni Faculty Graduate Students Health Professional Students
 Staff Undergraduate Students Vendors/Contractors Visitors
 Other:

DEFINITIONS

For the purposes of this policy, recognized **Augusta University Community Members** are any academic or administrative unit, a staff member, a faculty member or individual with an academic appointment to AU, or a student organization recognized by AU's Student Activities Office.

Guest Lecturer: An outside (non-AU faculty) speaker invited to present or demonstrate material to a class during regularly scheduled class time.

Invited Speaker/External Speaker: an individual who is not a current student, faculty, or staff member at AU.

University-Owned or Leased Property: any facility or property owned or leased by AU.

Recognized Sponsoring Organization: any organization or entity hosting an external speaker which includes one of the three organizations below:

- a. registered and chartered student organizations;

Office of Legal Affairs Use Only

Executive Sponsor: Provost

Next Review: 8/2029

- b. faculty and staff recognized organizations; and
- c. university academic or administrative units.

PROCESS & PROCEDURES

A. Time, Place, and Manner Restrictions

The freedom of speech and assembly guaranteed by the First and Fourteenth Amendments of the United States Constitution, State of Georgia Constitution, and Board of Regents of the University System of Georgia Policy 6.5 shall be enjoyed by students, faculty, and staff of AU with respect to the opportunity to invite and hear external speakers. While freedom of speech and assembly rights guaranteed by the First Amendment are not absolute, the president, or designee, may adopt reasonable, nondiscriminatory rules and regulations as to time, place, and manner.

If a recognized sponsoring organization is presenting an external speaker, the organization has the responsibility to advertise that they invited the speaker and that the views of the guest speaker do not necessarily represent the views of AU or the Board of Regents of the University System of Georgia.

The rights of the dissenter(s) should be respected as much as the rights of the guest speaker. The speaker, however, is entitled to communicate her or his message to the audience during her or his allotted time, and the audience is entitled to hear the message and see the speaker during that time. The dissenter(s) must not interfere with the speaker's ability to communicate or the audience's ability to hear and see the speaker.

If previously established time, place, and manner regulations are not being followed, or if speech or expression violates the Institutional Policy on Freedom of Expression or any of its supporting regulations or procedures, appropriate action will be taken by an authorized University official or law enforcement officer. Such action normally will include a request for order, removal of the offenders, or closure of the event.

B. Process for Registering Invited Guests and Speakers

I. Paid Speakers

If a Recognized Sponsoring Organization is hosting a paid invited guest or speaker, the guest/speaker's agreement must be routed through Purchasing and Procurement. The Purchasing Office will send the requested contract to the Office of Legal Affairs ("OLA"). The OLA will review the speaker agreement and send the proposed guest/speaker and agreement to the Office of the Provost with a recommendation for approval or disapproval. The Provost will approve or disprove the guest/speaker. The Office of the Provost or OLA will notify Purchasing and the registered sponsoring organization whether the event can move forward.

II. Unpaid Speakers

If your invited speaker or guest is unpaid and/or does not have a contract, you must use the Invited Guest and Speaker Agreement (Attachment A) and follow the OLA's contract review process.

C. Use of AU Space

For AU events and programs, space for Invited Speakers and Guests must be secured by the Augusta University Community Member serving as the event or program Sponsor through the appropriate University Event Reservation system. For further guidance regarding use of AU Facilities please refer to the AU Facility Use Policy.

D. Responsibilities

All individuals to whom this policy applies are responsible for becoming familiar with and following this policy. University supervisors are responsible for promoting the understanding of this policy and for taking appropriate steps to help ensure compliance with it.

E. Consequences for Violating this Policy

For Augusta University Community Members, failure to comply with this and related policies is subject to disciplinary action, up to and including suspension without pay, or termination of employment or association with the University, in accordance with applicable (e.g., staff, faculty, student, student organization) disciplinary procedures. For non-employees, failure to comply may result in the suspension or revocation of the individual's relationship with Augusta University. Other consequences include, but are not limited, to denial, cancellation or postponement of an Invited Speaker or Guest.

REFERENCES & SUPPORTING DOCUMENTS

Invited Guest and Speaker Agreement (Attachment A)

RELATED POLICIES

AU Facilities Use Policy

AU Freedom of Expression Policy

BOR Freedom of Expression Policy 6.5

APPROVED BY:

Executive Vice President for Academic Affairs and Provost, Augusta University

Date: 8/2/2024

President, Augusta University

Date: 8/2/2024

ATTACHMENT A

Invited Guest and Speaker Agreement (No Honorarium or Fee)

This Agreement (the "Agreement") is by and between the Board of Regents of the University System of Georgia on behalf of Augusta University ("Augusta University") and _____ ("Contractor"), and is subject to the terms and conditions set forth herein below.

Article I: Statement of Services:

Presentation Title or Description: _____

Presentation Date: _____

Location: _____

Sponsoring Department: _____

Article II: Payment: I understand and agree that I will not receive any payment, now or in the future, in connection with the Presentation.

Article III: Assignment: This Agreement shall inure to the benefit of and be binding upon the parties. The Contractor may not assign, delegate or subcontract the duties and obligations of this Agreement without the express, written consent of Augusta University.

Article IV: Independent Contractor: At all times during the performance of the service specified in this Agreement, the relationship of the Contractor to Augusta University shall be that of independent contractor. Neither the Contractor, nor any officer, employee nor agent of the Contractor shall be entitled to any benefit of employment by Augusta University.

Article V: Governing Law: The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Georgia.

Article VI: Recordings: I authorize Augusta University and its agents or contractors, on behalf of *[insert name of relevant School, department or other unit]*, to make audio and video recordings by any means and in any media (the "Recordings") of my presentation, lecture, program, discussion or interview described below (the "Presentation") and to use my name, photograph and biographical information in connection with the reproduction, distribution and promotion of the Presentation and the Recordings. I understand that Augusta University will credit me as the author or source of the Presentation. I will retain any copyrights I may have in the Presentation. Nothing in this document will restrict me from publishing or using the Presentation as I see fit.

I agree that Augusta University will own the Recordings and all copyrights and other rights therein. I agree that Augusta University will have the irrevocable, worldwide right to make, copy, edit, publish, distribute, play, show, perform, display and otherwise use and make available the Recordings and any works that may be derived from the Recordings, by any means and in any media now existing or hereafter invented, and to authorize others to do the same. **[optional sentence, when further use will be made of speaker's handouts:** I also grant to Augusta University the rights set out in the preceding sentence with respect to any handouts or other materials that I have provided in connection with the Presentation, with due attribution.]

Neither my Presentation nor its permitted use by Augusta University will infringe or violate any copyright or other right of any other person or entity, or breach any obligation I have to any such person or entity.

Article VII: Entire Agreement; Modifications: This Agreement will constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Augusta University and Contractor. Either party may terminate this Agreement with thirty (30) days written notice.

Signature

Print Name of Contractor

Address

Date

Agreed to:

Signature

Jennifer Sullivan, PhD
Interim Provost
Board of Regents of the University System of Georgia
on behalf of Augusta University

Date