



Date: 07/13/2020 | Contract #: 247981511

Speaker:	Ibram Kendi
Fee USD:	\$20,000
Event:	Back to School Kick-off
Sponsor:	Fairfax County School Board for the Fairfax County Public Schools Region 1 (Herndon, Langley, Madison, Oakton, and South Lakes); Region 2 (Annandale, Falls Church, Justice, Marshall, and McLean); Region 3 (Edison, Hayfield, Lewis, Mt. Vernon, and West Potomac); Region 4 (Centreville, Lake Braddock, Robinson, South County and West Springfield); and Region 5 (Chantilly, Fairfax, Westfield, and Woodson).
Event Date:	Thursday, August 6, 2020
Venue:	Virtual
Payment:	To secure this Event, the full balance (\$20,000) shall be received by 08/03/2020.
Travel & Accommodations:	Virtual Event; no travel required.
Topic:	Cultivating an Anti-racist School Community
Speaker Activities Description:*	<u>Thursday, August 6, 2020</u> 8:30 am – 9:30 am ET: 45-minute moderated conversation, followed by 15-minute Q&A  <i>*Any additions or revisions to the timetable must be approved in writing by PRHSB.</i>
Estimated Number of Attendees:*	1,500  <i>*Any significant changes to expected attendance must be acknowledged in writing by both Parties.</i>
Event Contact:	Jamie Gadley Fairfax County Public Schools, Gatehouse Administrative Offices - Region 1 8115 Gatehouse Rd., Falls Church, VA 22042 JCGadley@fcps.edu   571-474-5918
Financial Contact:	Pilar Oishi Fairfax County Public Schools, Gatehouse Administrative Offices - Region 1 8115 Gatehouse Rd., Falls Church, VA 22042 proishi@fcps.edu   571-423-1110
Speaker's Books Available at Event:	School based and individual purchases.
Recording:	Please see attached recording addendum.
Promotional Materials:	Sponsor shall use only biographical material and photos of Speaker provided by Bureau and/or Speaker. All advertising for this Event shall include the words: "For more information on Speaker, please visit <a href="http://www.prhspeakers.com">www.prhspeakers.com</a> ." Event may not be advertised or promoted in any manner until this agreement has been fully executed.
Technical Requirements:	TBD



Payment Details:

**Make Payment to:**  
Penguin Random House LLC

**Mail Payment to:**  
Penguin Random House LLC  
Attn: Accounts Receivable  
400 Hahn Rd  
Westminster, MD 21157-4627

**Send Electronic Payment to:**  
Penguin Random House LLC  
C/O BNY MELLON  
500 Ross Street  
Pittsburgh, PA 15262

**Wire TF ABA:** 043000261  
**SWIFT Code** MELNUS3P  
**A/C:** 000091-5972

Remittance: PRH\_Remit@penguinrandomhouse.com  
Please send e-mail documentation of any electronic payments.  
The Sponsor will be responsible for stopping and reissuing any checks (if requested) sent to an incorrect address.

To confirm this contract, please sign and return a copy of this Agreement. A fully executed copy will be returned to you for your files. The contract is subject to the Standard Terms and Conditions set forth on the following pages which are part of this contract. The representative of Sponsor warrants that she or he is a duly authorized representative of Sponsor.

Accepted on behalf of Speaker by the Penguin Random House Speakers Bureau on:

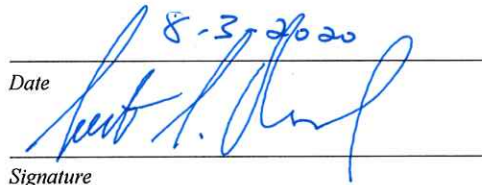
Accepted by Fairfax County School Board for the Fairfax County Public Schools on:

8.4.20

Date

  
Signature

Tiffany Tomlin  
Vice President, Executive Director  
ttomlin@penguinrandomhouse.com  
(212) 572-2395

8-30-2020  
  
Signature

Scott S. Brabrand, Ed.D.  
Division Superintendent

[Contact: Pilar Oishi,  
Region 1 Executive Administrative Assistant  
[proishi@fcps.edu](mailto:proishi@fcps.edu)  
(571) 423-1110]



## STANDARD TERMS AND CONDITIONS

- 1. Parties:** This Agreement is made between the Speaker and Sponsor (each a “Party” and collectively the “Parties”). The Parties agree that Penguin Random House Speakers Bureau (“Bureau”) is acting only in its capacity as booking agent for the Speaker for the scheduled function (the “Event”). Sponsor is retaining the services of Speaker, not Bureau. Bureau has authority to negotiate and sign on Speaker’s behalf and will handle all payments from Sponsor in connection with the Event. The Parties acknowledge and agree that Bureau shall not be responsible in any way for Speaker’s acts, omissions, statements or any commitments made by Speaker or Sponsor. The Parties are independent contractors with respect to this Agreement and nothing shall constitute a partnership, joint venture, agency or employee/employer relationship. Neither Party shall be liable for any representation, act or omission of the other contrary to the provisions of this Agreement. The Parties further acknowledge that Speaker is an independent contractor and is not an employee, partner, joint venture or agent of either Sponsor or Bureau and that Speaker has the exclusive control over how the services in connection with the Event are fulfilled. Sponsor further acknowledges and agrees that for a period of five years following the Event, any spin-off or subsequent events of Speaker will be booked exclusively through the Bureau and all terms for such events shall be negotiated with the Bureau only.
- 2. Payment:** All payments shall be made to Bureau for processing on Speaker’s behalf. As this Agreement removes the Speaker from the marketplace on the date(s) of the Event, fifty-percent (50%) of the Fee is due with the signed contract on the Deposit Due Date and is non-refundable. The Balance Amount is due thirty (30) business days prior to the Event Date (or on such date as set forth under Payment). Timing of the payment is of the essence. If a payment is not received by the applicable due date set forth in this Agreement, non-payment constitutes a material breach of this Agreement by Sponsor. Acceptance of a late payment by Speaker does not constitute a waiver. In addition, all late payments will accrue finance charges of 1.5% per month.
- 3. Cancellation by Sponsor:** In the event that the Event is cancelled by Sponsor more than sixty (60) days prior to Event Date, fifty-percent (50%) of the Fee shall be forfeited and shall be due and payable immediately if not already paid. The full Fee will become due and payable immediately if the Sponsor cancels the Event sixty (60) days, or less, prior to the Event Date. For the avoidance of doubt, cancelling the Event due to insufficient ticket sales will not relieve the Sponsor of its obligations to fulfill its financial obligations under this Agreement.
- 4. Cancellation by Speaker:** In the event the Speaker must cancel due to transportation problems beyond the control of the Speaker, illness, unforeseen emergency or overriding professional responsibility (which, for the avoidance of doubt, would not include a speaking event at another venue), Speaker will not have any liability for the expenses or losses incurred by the Sponsor. Bureau, on behalf of Speaker, will attempt to provide a comparable speaker who is acceptable to the Sponsor or reschedule the event to a mutually agreeable date. In the event the Speaker cancels the contract and Bureau, on behalf of Speaker, cannot provide a comparable speaker who is acceptable to the Sponsor or reschedule the event to a mutually agreeable date, Speaker agrees to refund the Sponsor any deposits received from the Sponsor within thirty (30) days. In the event the Speaker is delayed, but arrives and presents their program in full, all Fees and other charges shall be due in full.
- 5. Force Majeure:** Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by a Party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, blackouts, or any other cause beyond the reasonable control of a Party, such Party shall not be responsible to the other Parties for failure or delay in performance of its obligations under this Agreement. 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 Agreement until as soon as practicable after the force majeure condition ceases to exist. For the avoidance of doubt, in the event that a Party is unable, due to a force majeure condition, from performing its obligations on the Event Date, the foregoing Clause requires the Parties to make good faith efforts to reschedule the Event on a date to be mutually agreed. The Parties agree that any unrecoverable travel expenses shall be paid in full by Sponsor.
- 6. Lodging/Travel/Meal Expenses:** The Sponsor shall be responsible for reasonable travel expenses, including applicable taxes, incurred by Speaker in addition to the Event Fee, including refundable, first class air fare (unless otherwise stated on first page of this agreement), other transportation charges (such as fully licensed car service, taxi fares, parking fees), local lodging and meals. Actual expenses will be submitted to Sponsor as incurred unless otherwise agreed and reimbursement shall be made to Bureau within fourteen (14) days of receipt of documentation. Such reimbursement also applicable in case of cancellation of the Event by Sponsor less than 60 days prior to the Event Date.
- 7. Facility/Event:** Sponsor shall provide a clean, well-heated (or well-cooled as the case may be), well-lighted and safe venue for the Event, and shall not permit the audience to exceed the legal limit for the venue. All equipment and facilities, and all accessories required by Speaker, shall be in good working order. Any material change in the nature of the Event, including, without limitation, the venue, the size of the audience, the purpose of the event shall constitute a breach of this Agreement unless agreed to in writing by Speaker. No additional appearances or activities shall be expected of the Speaker unless expressly contained as a part of this Agreement or agreed to later in writing. The Fee is understood to be for the speaking event only as outlined in this Agreement.
- 8. Recording/Endorsements:** It is understood and agreed that without the express written consent of Bureau, which may be withheld in their sole discretion (a) the Speaker’s presentation at the Event may not be recorded by any means, including without limitation audio-taped, video-taped or broadcast, streamed live or via Internet, in any form or length, and (b) Speaker’s name and likeness may not be used in connection with any endorsements of products or services. Sponsor will use commercially reasonable efforts to prevent audience members from recording the Event or engaging in conduct prohibited by this paragraph. If permission of the audio and/or video recording



of the Event for Sponsor's private and/or archival purposes is given, (i) a copy of any video or audio recording must be sent to Bureau and (ii) the Speaker shall retain all intellectual property rights in the portion of the Event in which the Speaker appears, notwithstanding such permission. In addition, the Speaker reserves the right to audio-and/or videotape the portion of the Event in which they appear, in their discretion.

**9. Copyrighted Work:** Speaker shall retain any and all intellectual property rights to the copyrighted materials that she/he may use in connection with the Event: participant materials, components, workshops, training procedures, printed materials, including books, author photographs, publicity and promotional materials and other material in print and other media and services collectively referred to as "Materials" and Sponsor shall obtain no rights to the Materials unless specifically agreed to by Speaker in writing.

**10. Books:** It is understood that the Sponsor will arrange to have the Speaker's books available for purchase and/or giveaway. Either the Sponsor may purchase copies of the book(s) authored by the Speaker directly from Penguin Random House or from another retailer and provide appropriate staffing, or work with Bureau to arrange for a local bookseller to handle book sales on-site at no additional fee from Bureau.

**11. Confidentiality:** The Parties agree that the terms of this Agreement, including the financial terms are confidential (the "Confidential Information") and other than as may be required by applicable law, government order or decree, neither Party will publicly disclose Confidential Information. Each Party is fully responsible for the acts of its employees, officers and agents and any breach of this provision, whether intentional or negligent, shall be deemed a material breach of this Agreement and the breaching Party will be held liable. The term "Confidential Information" shall not include information that: (a) is or becomes generally available to the public, other than as a result of a disclosure or other fault by the Party receiving Confidential Information ("Recipient") of any of its Representatives (as hereinafter defined) in violation of this Agreement; (b) was rightfully in Recipient's possession free of any obligation of confidence before, at, or subsequent to the time such portion was communicated to Recipient by the Disclosing Party ("Discloser"); or (c) was communicated to Recipient on a non-confidential basis from a source other than the Discloser, provided that such source is not bound by a duty of confidentiality prohibiting the disclosure thereof. Any disclosure by Recipient of Confidential Information in response to a valid order by a court or other governmental agency, or otherwise required by applicable law, shall not be considered to be a breach of this Agreement by Recipient; provided, however, that Recipient shall provide prompt prior notice thereof to Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure, and Recipient shall limit the extent of such disclosure solely to the extent required by such order or law, and Recipient shall use its commercially reasonable efforts to ensure that such disclosed information is treated strictly confidentially by all recipients thereof. Sponsor is a public body pursuant to the Virginia Freedom of Information Act (the "Act"), and this contract is a public record subject to disclosure under the Act.

**12. Taxes:** As an independent contractor, Speaker shall be solely responsible for all federal and local income and other taxes (including, without limitation, Social Security and Medicare) that are due on the income received by Speaker for the services performed hereunder. If it is understood that the Sponsor is required by law to withhold state and local income taxes in certain U.S. jurisdictions and to withhold foreign income taxes in certain foreign countries, these taxes will be withheld only as required from the fees due the Speaker and remitted directly to the jurisdiction by the Sponsor on the Speaker's behalf. An itemized statement shall be provided in a timely manner to Bureau that shall include the exact amount of any and all taxes withheld, the date of payment and the entity to which payment was made. Sponsor shall be solely responsible for any sales taxes, admission taxes, user fees or other charges, taxes or fees of whatsoever description levied by the jurisdiction in which the Event takes place.

**13. Applicable Law:** This Agreement, each transaction entered into hereunder and all matters arising from or related to this Agreement (including its validity and interpretation) shall be governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine. Sponsor's legal status and authority shall be governed solely by Virginia law. Any action or proceeding regarding this Agreement shall be brought solely in the New York courts (state or federal) located in New York County.

**14. Limitation of Liability:** In no event shall either Party be liable to the other for indirect, incidental, consequential, special, or exemplary damages such as, but not limited to, loss of revenue or anticipated profits or lost business, incurred by a Party whether in an action in contract or tort even if the other Party has been advised of the possibility of such damages, except for the payment obligations of sponsor under this agreement, and any indemnification obligations of the Parties, and any damages arising from one Party's misappropriation of the other's intellectual property or Confidential Information.

**15. Other provisions.** Should any provision of this Agreement be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity. The captions provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision thereof. The following provisions of this Agreement survive any termination or expiration hereof and remain in full force and effect: Sections 9, 11, 12, 13, 14, 15, 16 and 17.

**16. Non-Assignment.** The Sponsor may not without prior written consent of the Bureau, assign this Agreement in whole or in part. Any attempted assignment in contravention of the terms of this paragraph shall be null and void.

**17. Entire Agreement.** This Agreement may be executed in one or more counterparts each of which will be deemed an original but all of which together will constitute one instrument. In the event that the Sponsor requires a rider/separate document to be executed in addition to this Agreement, the terms of this Agreement shall prevail in the event of a conflict regardless of the date of execution of the documents. This Agreement and any Sponsor provided rider/document set forth the entire understanding between the Parties and it may not be altered, changed, modified or waived, in whole or part except by amendment in writing signed by both Parties.



Audiovisual Recording Addendum  
to the Penguin Random House Speakers Bureau Sponsor Agreement

Addendum to the Penguin Random House Speakers Bureau Customer Agreement ("Agreement") dated 07/27/2020 between Penguin Random House Speakers Bureau ("Bureau"), as agent for Dr. Ibram X. Kendi ("Speaker"), and Fairfax County School Board for the Fairfax County Public Schools regarding the lecture by Speaker taking place on 08/06/2020.

Bureau, on behalf of Speaker, and Sponsor agree that notwithstanding anything to the contrary contained in the Agreement, including specifically Paragraph 8 of the standard terms and conditions thereof, Sponsor is permitted to make, at its sole cost and expense, an audiovisual recording of the lecture (the "Recording"), subject to the following terms and conditions:

1. Sponsor shall use the Recording only for the following purposes and for no other purpose whatsoever: Bureau gives consent to record for internal and archival purposes only. Thereafter, Sponsor may retain one copy of the Recording for its archival purposes only.
2. In the event that Sponsor wishes to edit the Recording, all such edits shall be subject to the prior written approval of Bureau or Speaker.
3. All displays of the Recording shall bear the notation in form legible/audible to users, **Copyright © Dr. Ibram X. Kendi. All Rights Reserved.**
4. Within 60 days of the lecture, Sponsor shall deliver the Recording to Penguin Random House Speakers Bureau, speakers@penguinrandomhouse.com or Mail Drop 5-1 ,1745 Broadway, New York, NY 10019.
5. Except as expressly provided in this Addendum, all other recording rights are reserved to Bureau and Speaker, and the provisions of the Agreement shall remain in full force and effect.

FAIRFAX COUNTY SCHOOL BOARD FOR THE FAIRFAX COUNTY PUBLIC SCHOOLS

BY: 

Date: 8-3-2020

**Scott S. Brabrand, Ed.D.**  
**Division Superintendent**

PENGUIN RANDOM HOUSE SPEAKERS BUREAU,  
A Division of Penguin Random House LLC

BY: 

Date: 8.4.20

**Tiffany Tomlin**  
Vice President and Executive Director