

ROYALTY AGREEMENT

(Material provided by an author, performer, composer or arranger, for use by FIU)

THIS ROYALTY AGREEMENT (the "Agreement") is made and entered into on the last date signed below (the "Effective Date") by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**, on behalf of the _____ department ("FIU") and _____ (Vendor ID #: _____), a _____ located at _____ (the "Vendor").

WHEREAS, Vendor has written and/or composed and/or arranged the following material: _____ (the "Material"),

WHEREAS, FIU desires to use the Material for the following purpose: _____ (the "Purpose").

NOW, THEREFORE, in consideration of the Royalty (defined below) and other good and valuable consideration, the parties agree that FIU may use the Material for the Purpose pursuant to the following terms and conditions:

1. **Performance Dates:** Vendor shall provide the Material to be used on the following date(s)

<ul style="list-style-type: none"> • _____, 20_____ • _____, 20_____ • _____, 20_____ 	<ul style="list-style-type: none"> • _____, 20_____ • _____, 20_____ • _____, 20_____
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2. **Performance Location:** FIU will use the Material at the following location(s) *(add additional sheets if necessary)*: _____
3. **Royalty:** FIU will pay Vendor for the use of the Material, as follows:
 - a. **Initial Performance Fee:** \$ _____
 - b. **Additional Performance Fee:** \$ _____
 - **TOTAL ROYALTY (a + b):** _____
4. **Expenses:** FIU shall reimburse Vendor for the costs of the following items *(if none, please write N/A)*: _____
5. **Author:** _____
6. **Author's Agent:** _____
7. **Other Information:** Please detail any other relevant information *(if none, please write N/A)*: _____
8. **FIU Contact:** All correspondence to FIU related to this Agreement shall be addressed to: _____ (*name*) at _____ (*address*) _____ (*phone*) _____ (*email*)
9. **Vendor's obligations:** Vendor is responsible for any taxes. No changes will be made to the Material unless written permission is granted by Vendor. Vendor represents that: (1) Vendor does not have a relative who is the employee of FIU, and (2) that Vendor is not an employee of the State of Florida or FIU, or Vendor has attached a dual compensation form to this Agreement.
10. **Terms and Conditions:** This Agreement shall be subject to FIU's Standard Terms and Conditions, located at <https://generalcounsel.fiu.edu/contract-forms/>, in effect upon the Effective Date hereof (the "Terms"). Such Terms are hereby incorporated into and made a part of this Agreement by this reference. By signing below, Vendor represents that Vendor has had the opportunity to review this Agreement and the Terms and agrees to abide by the provisions contained therein. Any changes must be agreed to in writing by the parties.

The duly authorized representatives of the parties hereby execute this Agreement.

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

VENDOR:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____