

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made between Doane University, a not-for-profit corporation in the State of Nebraska, herein referred to as "Owner", and _____, herein referred to as "Contractor".

Owner owns and operates an institution of higher education and Owner desires to have the following services performed at (for) Owner's institution (list type of services to be contracted for; brief description):

Contractor agrees to perform these services for Owner under the terms and conditions set forth in this Agreement.

In consideration of the mutual promises set forth herein and other good and valuable consideration, it is expressly agreed by and between Owner and Contractor:

SECTION ONE Description of Work

The work to be performed by Contractor includes all services generally performed by Contractor in Contractor's usual line of business, including, but not limited to, the following (include complete, detailed description of scope of work):

SECTION TWO Payment

Owner will pay Contractor the sum of _____ (\$_____) for the work to be performed under this Agreement, to be paid at the end of each month between _____, 20__ and _____, 20__ divided equally into ____ (__) monthly installments or \$_____ per month. Final payment will be made upon verified completion of 100% of the work and acceptance of the final product by the Owner.

The Owner reserves the right to prorate and/or adjust the cost of the services rendered, or to cause this Agreement to be null and void if, in its judgment, undue delays, regardless of cause, on the part of the Contractor and/or any and all of his/her employees or representatives cause a time later than that herein stipulated for the commencement of the services herein contracted.

In accordance with Doane University policy, Contractor is required to submit a current W9 in order to process payments, and payments for services rendered will be exclusively by University check. If there has been due cause to adjust any of the monthly payments, appropriately adjusted check(s) will be mailed to the Contractor.

Contact information for Contractor:

(Name)

(Street Address)

(City) (State) (Zip) Phone: _____

The Owner is not responsible for any equipment not specifically stated in this Agreement. The Contractor agrees that if the equipment required in this Agreement is not used, Contractor shall pay for all rental costs of said equipment.

Correspondent(s) for Owner:

Name:

Title:

Email:

Phone:

SECTION THREE
Relationship of Parties

The parties intend that the status of the Contractor is as an Independent Contractor in this Agreement. Owner is interested only in the results to be achieved and the conduct and control of the work will lie solely with the Contractor. Contractor is not to be considered an agent or employee of Owner for any purpose and neither the Contractor nor the employees of Contractor are entitled to any of the benefits that Owner provides for Owner's employees. Contractor is responsible for his/her own state and federal income tax withholding and Social Security withholding. It is understood that Owner does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for other owners while under contract with Owner as long as services to be provided under this Agreement are not compromised.

Since the essence of this Agreement concerns the specific individual(s) named as the Contractor, and the Contractor's personalities and talents which are recognized as unique, the Owner will pay the fee specified only if the Contractor providing services is in fact the Contractor agreed upon. In the case of a group, if the entire group does not perform, or if the Contractor is not the same as specified in this Agreement, the Owner reserves the right to prorate and/or adjust the cost of the services rendered, or to cause this Agreement to be null and void.

SECTION FOUR Liability

The work to be performed under this Agreement will be performed entirely at Contractor's risk. Contractor assumes all responsibility for the condition of tools, equipment, software and other items used in the performance of this Agreement. Contractor agrees to indemnify, defend and hold Owner harmless from any and all claims, judgements, damages, liabilities and costs caused by, arising out of, or in connection with its (or its employees/agents/assigns) provision of services, including the use of any vehicle.

The Owner is hereby relieved of any liability if unable to meet the responsibilities of this Contract because of any "Act of God," riots, epidemics, strikes, any act or order of public authority, any other cause similar or dissimilar beyond the control of the Owner; and the Owner shall not be held responsible if, through an "Act of God" or conditions beyond its control, it is unable to provide a facility on the date and time when the service(s) herein contracted for are scheduled. Furthermore, if such acts or conditions occur, the Owner is not liable for any damages which the Contractor, his/her group or representative might suffer.

The Owner is not responsible for any equipment not specifically stated in this Agreement. The Contractor agrees that if the equipment required in this Agreement is not used, Contractor shall pay for all rental costs of said equipment.

SECTION FIVE Insurance

The Contractor shall maintain insurance with policy limits as set forth below until final completion of the project or such longer period of time as required by the Contract Documents with insurance companies acceptable to Doane University. Certificates of insurance and any renewals thereof, showing all premiums paid in full, must be filed with Doane University within ten (10) days after execution of this agreement (or within ten days before Contractor first provides and services in connection with this project), and must contain a provision that such insurance will not be cancelled or modified until at least thirty (30) days prior written notice has been given to Doane University.

The Contractor shall maintain the following limits of insurance:

- 1 General Liability including comprehensive form; premises-operations; independent contractor's protective; products and completed operations; broad form property damage.
\$1,000,000. CSL per occurrence for personal injury and property damage.
- 2 Automobile Liability including owned, non-owned and hired vehicles.
\$1,000,000. Combined single limit for bodily injury and property damage per occurrence.

- 3 Worker's Compensation Insurance in statutory amounts and coverage as required by the State of Nebraska, and including occupational disease and Employer's Liability with limits \$500,000 per claim.
- 4 Excess (Umbrella) Liability Insurance policy covering excess over the limits specified for all Employer's Liability, General Liability and Automobile Liability with limits of \$10,000,000 per occurrence and aggregate per policy year.

Doane University is to be designated as additional insured under the General Liability, Automobile Liability and any Excess Liability coverage, and have the benefit of a waiver of subrogation under the Worker's Compensation, General Liability and Excess Liability policies. Proof of insurance is to be verified by inclusion of a Certificate of Insurance.

Contractor shall cause its Subcontractors, and suppliers to procure insurance as deemed adequate by Contractor. Contractor shall obtain policies or certificates of insurance from its Subcontractors and suppliers and deliver them to Contractor, if requested to do so.

SECTION SIX Default

If the Contractor defaults or persistently fails or neglects to carry out the work in accordance with this Agreement or fails to perform any provision of this Agreement, the Owner may provide written notice of such failure to the Contractor. In such notification, and without prejudice to any other remedy it may have, Owner may:

- Allow Contractor thirty (30) days to cure the failure; or
- Make good such deficiencies and deduct the cost thereof from any payment then or thereafter due the Contractor; or,
- At its option, where sufficient cause exists to justify the action, terminate the Agreement.

SECTION SEVEN Confidential and Proprietary Information

Contractor understands that in performing this Agreement, he/she may have access to confidential and proprietary information and trade secrets of Owner and others, including but not limited to names, facts or information about individuals, businesses and families participating in these projects. Contractor may also have access to confidential and proprietary information of Owner, possibly including student directory, personnel information and records, sensitive, confidential, or internal University matters and other protected information. It is agreed that the definition of confidential or proprietary information includes all documentary, electronic, or oral information made known to Contractor through any activity related to this Agreement, but shall not include information made available as public information.

Contractor agrees not to reveal any confidential or proprietary information and understands that any such disclosure shall be considered a breach of this Agreement and also may subject Contractor to legal action. Contractor agrees that if he/she receives a subpoena for divulgence of confidential or proprietary information, he/she shall notify Owner prior to divulgence. Contractor shall not divulge, disclose, copy, sell, or otherwise make use of any confidential or proprietary information (including but not limited to the above) of Owner, its students, staff, faculty, agents or assigns.

This section shall survive this Agreement.

SECTION EIGHT Intellectual Property

It is expressly agreed that any intellectual property, including (but not limited to) written materials, software, programs, or other inventions/creations that are developed by Contractor (the "Work") pursuant to or arising out of this Agreement shall be considered "work for hire" and the intellectual property shall be the property of the Owner to the full extent of the law.

With the exception of short excerpts from others' works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder obtained by Contractor. Contractor agrees, upon timely notice from Owner, to defend, indemnify, and hold harmless Owner against any and all claims raised by reason of unlawful matter alleged to be contained in the Work or any copyright infringement claimed; the allegation of any such claim shall be grounds for Owner to retain any sums due to Contractor until such claim has been resolved.

This section shall pre-empt and control contradictory language in this Agreement or any other agreement between the Owner and any third party under which these services arise.

SECTION NINE Duration

This Agreement shall be in force from _____, 20____ to _____, 20____.
Completion of the work is expected no later than _____, 20____.

SECTION TEN Termination

Either party may cancel this Contract as follows: if either party gives the other **30 days** prior written notice (Notice); or if either party is unable to fulfill the terms of this Agreement due to any of the conditions outlined in Section Four. If the Contractor fails to give Notice, or if cancellation by Contractor is due to any of the conditions in the second paragraph of Section Four, the Contractor will reimburse the Owner for all bona fide out-of-pocket expenses incurred in the promotion and/or implementation of the engagement upon Contractor's receipt of a certified statement of such expenses.

SECTION ELEVEN
Equal Opportunity

Owner is an equal opportunity institution. During the performance of this Agreement, the Contractor and any subcontractor and their agents and employees, agrees to be bound by all applicable federal and local laws, rules, regulations, orders, instructions and other directives governing equal employment opportunity.

SECTION TWELVE
Drug-Free Workplace

The Owner's Drug and Alcohol Abuse Policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession or use of controlled drugs on Owner's campus.

Contractor will notify the Owner in writing within five (5) days of any drug-related accident or criminal offense on Owner's property involving Contractor's, or any subcontractors', agents or employees. The Contractor agrees to enforce this policy for the Contractor's own employees and agents, and for any of the Contractor's subcontractors, their employees and agents.

SECTION THIRTEEN
Governing Law

This Agreement shall be governed by and construed under the laws of the State of Nebraska. The state courts located in Saline County, Nebraska or the federal district court located in Lincoln, Nebraska, shall be the exclusive venues for any litigation arising out of this Agreement, and the parties submit themselves to such courts' jurisdiction.

This Agreement represents the entire agreement of the parties and may not be amended or assigned unless the same shall be in writing and signed by the parties. All additions and deletions to this Agreement must be initialed and dated by both parties in order to be valid or be in writing signed by each party herein.

If this Agreement is signed by someone other than the Contractor, the person signing for the Contractor warrants that he/she is authorized by the Contractor to execute this Agreement for the Contractor for the services specified herein.

The Owner is relieved of all liability as to meeting the terms of this Agreement if same is not properly signed and dated by the authorized person(s) representing the Contractor and returned to the Owner no later than (**date**).

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 20__.

Contractor

Doane University

Signature

Name and Title – refer to Signature
Authority Matrix

Print Name

Title

Telephone Number