

**INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT**

between  
**TROY UNIVERSITY**  
and

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between **Troy University**, hereinafter referred to as "**University**" and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as the **Independent Contractor/Consultant**.

WHEREAS, the University desires to have the Independent Contractor/Consultant perform certain professional services; and WHEREAS, the Independent Contractor/Consultant represents that he/she is ready, willing and able to perform such professional services; THEREFORE, the parties mutually agree as follows:

**ARTICLE I. SCOPE OF WORK**

**A.** General objectives (desired end result):

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**B.** Specific objectives (in chronological steps, if possible, and attach additional page(s) as needed):

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**ARTICLE II. AGREEMENT PERIOD**

This agreement shall commence on \_\_\_\_\_, 2\_\_\_\_, and terminate on \_\_\_\_\_, 2\_\_\_\_. The University reserves the right to alter the starting and ending dates according to the needs of the University.

**ARTICLE III. COMPENSATION**

**A.** The Independent Contractor/Consultant agrees to provide acceptable documentation (invoice/valid receipts) to the University department negotiating this Agreement. Acceptable documentation should be submitted for the following:

Reimbursable Travel :	University Account Number :
Fee for Service : _____	University Account Number : _____
Other Expense : _____	University Account Number : _____
Total : _____	

**B.** Payment will be made upon submission of detailed invoices and any other documentation based upon Article III A. above. The invoice must show the Contractor's/Consultant's Taxpayer Identification number (Social Security number and/or Employer Identification number) in accordance with requirements of the Internal Revenue Service. Invoices shall contain, or be attached to, documentation that is satisfactory to the University. Applicable reporting requirements (Article IV) must be met before payment will be made.

**C.** Prior authorization by the University benefiting department is required for any travel taken under this Agreement for which is requested (See the University's Travel Policy for specific limitations of travel expense reimbursement.)

**ARTICLE IV. REPORTING**

In reporting the services performed hereunder, the Independent Contractor/Consultant shall report to on \_\_\_\_\_, 2\_\_\_\_. Reports shall consist of: \_\_\_\_\_

Independent Contractor/Consultant should submit a copy of the report with the invoice or other request for payment.

**ARTICLE V. CLASSIFIED/RESTRICTED PROPRIETARY DATA**

The University agrees to apprise the Independent Contractor/Consultant as to any information or items made available hereunder to the Independent Contractor/Consultant that are classified, restricted, or proprietary data, either in United States Government classifications or, according to University classifications. The Independent Contractor/Consultant agrees that any such material furnished to him/her by the University will be returned to the University at its request, or upon termination of this Agreement.

#### **ARTICLE VI. COPYRIGHTS**

The Independent Contractor/Consultant agrees that all papers, documents and writings produced by the Independent Contractor/Consultant under this Agreement shall be considered a work made for hire and shall be the sole property of the University. Papers, documents, and writings as used in this Agreement include computer software, related source code and any associated documentation.) The University shall own all copyright rights and any other proprietary rights in and to such writings and/or media in any country or countries. Possession of such documents and writings shall be transferred to the University at the termination of performance of services under this Agreement or at the University's earlier request. Any reports, information, data, etc., given to, or prepared by, the Independent Contractor/Consultant under this Agreement, shall not be made available to any individual or organization by the Independent Contractor/Consultant without written approval of the University.

#### **ARTICLE VII. PATENT RIGHTS**

The Independent Contractor/Consultant agrees that any discovery or invention, whether or not subject to patent, developed as a direct result of work done under this Agreement, shall be the sole property of the University and the University shall have the exclusive right to any patent derived therefrom. Independent Contractor/Consultant further agrees to report promptly in writing to the University any discovery or invention developed under this Agreement.

#### **ARTICLE VIII. PATENT INDEMNITY**

Independent Contractor/Consultant agrees to indemnify University, its officers, agents, servants and employees against liability of any kind (including costs and expenses incurred) for acts of the Independent Contractor/Consultant which may include, but are not limited to, the use of any invention or discovery resulting from this Agreement, the infringement of any Letters Patent occurring in the performance of this Agreement or liability arising by reason of the use of, disposal by or for the account of Independent Contractor/Consultant of items manufactured or supplied under this Agreement.

Independent Contractor/Consultant agrees that it shall have no right, title or interest in and to any product or processes which Independent Contractor/Consultant alone or with others may develop while performing services under this Agreement. Independent Contractor/Consultant hereby transfers any and all rights which he or she may have or acquire in and to any such invention, patent, copyright or other product, process or information to the University and agrees to execute any and all documents requested by the University in accordance with this provision.

#### **ARTICLE IX. EXAMINATION OF RECORDS AND INDEPENDENT CONTRACTOR/CONSULTANT PROGRESS**

The University shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Independent Contractor/Consultant involving transactions related to this Agreement until the expiration of three years after final payment hereunder. In the performance of the services, the Independent Contractor/Consultant has the authority to control and direct the performance of the details of the work with the University being interested only in the results obtained. However, the work contemplated herein must meet the University's standards and approval and shall be subject to the University's general right of inspection and supervision to secure the satisfactory completion thereof. Independent Contractor/Consultant agrees to comply with all federal, state and local laws, rules and regulations that are now or hereafter applicable to the Independent Contractor/Consultant or the Contractor's/Consultant's business.

#### **ARTICLE X. INTEREST OF INDEPENDENT CONTRACTOR/CONSULTANT**

The Independent Contractor/Consultant covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Independent Contractor/Consultant further covenants that in the performance of this Agreement, the Independent Contractor/Consultant shall not employ any person having such conflicting interests.

#### **ARTICLE XI. PUBLICITY**

It is also agreed that no advertising or publicity materials having or containing any reference to Troy University, or in which the name is mentioned, shall be made use of by the Independent Contractor/Consultant or anyone on the Contractor's/Consultant's behalf unless and until the same shall have first been submitted to and received the written approval of an authorized representative of the University.

#### **ARTICLE XII. TERMINATION**

The University may by five days written notice to the Independent Contractor/Consultant terminate this contract in whole or in part at any time for cause, including, but not limited to, the failure of the Independent Contractor/Consultant to fulfill his/her contract obligations. Such notice shall be delivered by certified mail to the other party at the address following that party's signature on the last page of this Agreement. Upon receipt of such notice, the Independent Contractor/Consultant shall, as notice directs: 1) discontinue all services affected; and 2) deliver to the University all data, reports, summaries and such other information and materials as may have been prepared for and/or accumulated by the Independent Contractor/Consultant in performing this Agreement, whether completed or in progress. Independent Contractor/Consultant will be compensated for services provided pursuant to this Agreement to the effective date of termination.

#### **ARTICLE XIII. CHANGES**

The University may require changes in the scope of the services of the Independent Contractor/Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Independent Contractor's/Consultant's compensation which are mutually agreed upon by the parties, shall be incorporated by written amendment to this Agreement.

#### **ARTICLE XIV. INDEPENDENT CONTRACTOR'S/CONSULTANT'S LIABILITY**

In addition to the liability imposed by law on the Independent Contractor/Consultant for damage or injury (including death) to persons or property by reason of negligence and/or intentional conduct of the Independent Contractor/Consultant or any of his/her agents or anyone directly or indirectly employed by them, the Independent Contractor/Consultant hereby agrees to the following condition:

The Independent Contractor/Consultant agrees to hold the University harmless and indemnify the University for every expense, liability or payment suffered or claimed to have been suffered through any act or omission of the Independent Contractor/Consultant or any of his/her agents or anyone directly or indirectly employed by them or from the conditions of the premises or any part of the premises while in the control of the Independent Contractor/Consultant or any of his/her agents or anyone directly or indirectly employed by them or arising in any way from the work called for by this order.

**ARTICLE XV. WAIVER OF DEFAULT**

Any failure by the University at any time or from time to time to enforce or require the strict keeping and performance by Independent Contractor/Consultant of any of the terms or conditions of this order shall not constitute a waiver by the University of a breach of any such terms or conditions in any way or the right of University at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

**ARTICLE XVI. OTHER APPLICABLE LAWS**

Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein. This Agreement shall be governed by Alabama law. In the event any provision hereof shall be held or construed to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of this Agreement, but same shall be construed or enforced as though the illegal or invalid provision(s) had not been included herein. Should either party be required to legally enforce this agreement then suit shall be filed in the Circuit Court of Pike County, Alabama as the exclusive venue to adjudicate the same and the non-prevailing party shall be responsible for the expenses of the prevailing party, including reasonable attorney's fees as a result of such litigation.

**ARTICLE XVII. INDEPENDENT CONTRACTOR/CONSULTANT**

The University and Independent Contractor/Consultant intend that the relationship established between them pursuant to this Agreement shall be that of client and independent contractor. No agent, employee or servant of the Independent Contractor/Consultant shall be or shall be deemed to be an employee, agent or servant of the University. The University is interested only in the results obtained under this Agreement consistent with Article IX above. The manner and means of University to its employees, including, but not limited to unemployment insurance is available from the University to the employees, agents or servants of Independent Contractor/Consultant. Consequently, Independent Contractor/Consultant is responsible for all applicable federal and state regulations relating to income tax, social security, worker's compensation and unemployment insurance. Independent Contractor/Consultant further agrees that there are no claims to any rights to benefits or tenure rights for the Independent Contractor/Consultant or his agents under this agreement. The University waives any right to direct, instruct, and control Independent Contractor/Consultant as to the manner in which the Independent Contractor/Consultant achieves the general and specific objectives, except that Independent Contractor/Consultant agrees to perform its work in a manner which is consistent with general, University and/or Grantor research protocol.

**ARTICLE XVIII. AFFIRMATIVE ACTION**

The University will enter into contracts only with firms or contractors subscribing to Equal Employment Opportunity/Affirmative Action regulations. The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, national origin or disability, the regulations promulgated pursuant to 41 CFR Sections 60-250 and 60-741, and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement the day, month and year first written above.

**Required Signatures**

\$ 0	-	\$ 2,500	Associate Dean, Campus Director. For Sponsored Programs: Accounting Representative, Sponsored Programs Director
\$ 2,501	-	\$ 5,000	Above in addition to Dean, University Wide Directors, Associate Vice Chancellors, Vice Chancellors
\$ 5,001	-	\$ 30,000	Above in addition to Senior Vice Chancellor, Athletic Directors
\$ 30,001	and up		Above in addition to Chancellor

<b>Independent Contractor/Consultant</b>	<b>Troy University</b>	<b>Timeline</b>
_____	_____	_____
Contractor/Consultant Name	Chancellor	Date
_____	_____	_____
Address	Senior Vice Chancellor/Athletic Director	Date
_____	_____	_____
Address 2	Dean/University Wide Director/Associate Vice Chancellor/Vice Chancellor	Date
_____	_____	_____
EI# or SS#	Sponsored Programs Director	Date
_____	_____	_____
Contractor/Consultant Signature	Accounting Representative	Date
_____	_____	_____
	Associate Dean/Campus Director	Date