

INDEPENDENT CONTRACTOR AGREEMENT

University of San Francisco

This independent contractor agreement is between the University of San Francisco, a California non-profit corporation ("University"), and _____ ("Contractor") and is dated as of _____.

University desires to obtain the services of Contractor and Contractor has the expertise and experience to provide such services to University. The parties therefore agree as follows.

1. **Scope of Service.** Contractor shall provide the services described on Exhibit A attached hereto and incorporated by reference ("Consulting Services") with the standard of professional care and skill customarily provided in the performance of such services, and shall use reasonable efforts to perform the Consulting Services to the satisfaction of the University.
2. **University Liaison.** The University liaison overseeing the Consulting Services will be _____.
3. **Term of Agreement.** The Consulting Services shall commence not later than _____ and be completed by _____. Time is of the essence in this agreement. This term may be extended beyond such completion date if University agrees, in writing, to an extension.
4. **Fees.** University shall pay Contractor a fee of _____ for the Consulting Services.
5. **Contractor Taxes.** Contractor shall be solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities. Contractor acknowledges that University will not deduct such taxes from any payments to Contractor.

6. **Materials Provided.** University shall furnish Contractor the materials described on Exhibit B appended hereto and incorporated by reference.
7. **Termination.** University may terminate this agreement without cause at any time upon giving at least ten (10) days written notice of its intention to terminate as of the date specified. In the event of termination prior to completion of the Consulting Services, the amount of the total fee to be paid Contractor shall be determined by University on the basis of the portion of the total work actually completed up to the time of such termination.
8. **Relationship of the Parties.** Contractor shall be an independent contractor of University, and not a partner, agent, employee, or joint venturer of University; and neither party shall hold himself/itself out contrary to these terms by advertising or otherwise. Neither party shall be bound by any representation, act, or omission whatsoever of the other.
9. **Confidential Information.** Contractor agrees to keep confidential and not to disclose to third parties any confidential information provided by University pursuant to this agreement without the prior written consent of University to make such disclosure. This obligation of confidentiality does not extend to any information that is or shall become, through no fault of Contractor, available to the general public. This obligation of confidentiality shall survive the expiration and termination of this agreement.
10. **Dispute Resolution.** In the event a dispute arises between the parties with regard to the rights or duties created by this agreement, or in the event of a breach of this agreement by either party, the parties agree to meet and confer in a good faith effort to resolve the dispute. In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

11. **Entire agreement/Modification.** This agreement constitutes the entire understanding between the parties with regard to the subject matter hereof and may not be amended except by an agreement signed by Contractor and an authorized representative of University.

12. **Governing Law.** This agreement shall be governed by and construed under the laws of the State of California.

13. **Severability.** If any term of this agreement or its application to any person or circumstances shall, at any time or to any extent, be determined invalid or unenforceable, the remaining provisions shall not be affected and shall be deemed valid and fully enforceable to the extent permitted by law.

14. **Assignment.** Contractor shall not assign the rights or obligations under this agreement without the prior written consent of University.

UNIVERSITY:

University of San Francisco

By _____

CONTRACTOR:

Address: _____

City/State/Zip _____

Phone: _____

Exhibit A

CONSULTANT SERVICES

Exhibit B

MATERIALS PROVIDED