

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

Federal I.D. or Social Security number

Requisitioning department

Contractor name

Fund Budget number—enter fund or org. NOT BOTH
Org. Account

Permanent mailing address

Department contact

City, state, zip code

Contact phone and mail location

INSTRUCTIONS

This form is used for payments to independent contractors providing professional services to the University. Most common uses for this form and procedure include guest lecturers and presenters, honorariums, theater directors and technicians, cooperating teachers, entertainers, consultants, commissions to external personnel and various other special needs contractors. This form is not valid for use with anyone deemed to be a University employee.

This agreement, entered into on this _____ day of _____, 20____, between Xavier University hereinafter referred to as the University and _____ hereinafter referred to as the Contractor.

The Contractor shall commence performance of the conditions of this agreement on the _____ day of _____, 20____, and shall complete performance of the agreement to the satisfaction of the University no later than the _____ day of _____, 20____.

The services to be performed by the Contractor are exclusively contained within this agreement and are described as follows: _____

Total compensation of Contractor under this agreement \$ _____

Check is to be mailed by _____ Date Picked up by _____ Name _____ Date

All agreements made between the University and the Contractor are exclusively herein contained. It is understood that the payment does not include fringe benefits and does not include any employee/employer relationship except as may be set forth above. This agreement may be terminated by either party upon written notice.

ACCEPTANCE OF AGREEMENT

The parties have read and agree to all contract conditions, including those set forth on the back of this agreement. This contract is not valid until all signatures are affixed. (All parties must sign and date prior to the beginning of services.)

 Contractor's Signature Date

 Department Head Date

 Vice President Date

COMPLETION OF AGREEMENT

I certify that services have been rendered in accordance with the above agreement. (All parties must sign and date after services are completed.)

 Department Head Date

**COMPTROLLER'S OFFICE ONLY
 FUNDS AVAILABLE**

YES DATE _____
 NO BY _____

INDEPENDENT CONTRACTOR POLICY

The University recognizes the need to periodically use the services of independent contractors. A Contractor provides specific services, not available through existing employees, for a finite amount of time. Contractors are defined as individuals providing services to the University on their own behalf as self-employed in a capacity unrelated to their affiliate employer. Contracted amounts are the basis for payments and may or may not include provisions for room, board, travel and/or other expenses. In those cases where contractual conditions and amounts are specified, invoices are not required. It is understood that a Contractor does not work routinely on campus and provides his or her own material. The Contractor is responsible for hiring, supervising and paying assistants and may work for more than one company at one time. The Contractor is paid a lump sum when services have been completed. The Contractor will be considered self-employed, and no income, FICA, FUTA or other payroll taxes will be withheld from the fees paid, unless backup withholding is required per IRS regulations. The Contractor will be responsible for all such taxes and financial responsibilities.

UNIVERSITY PROCEDURES

University personnel wishing to hire an independent Contractor must complete this Independent Contractor Agreement. For acceptance of this agreement, the form must be signed by the Contractor of choice, department head and area vice president.

Upon completion of the approved contracted service, the department head will approve payment and forward this agreement to the office of the controller. Payment will be made to the Contractor within 30 days unless otherwise specified.

It should be understood that this arrangement is for a finite time period and should not be used in place of full- or part-time employees.

This form is not valid for use with anyone deemed to be a University employee.

LEGAL CAPACITY OF PARTIES

In performing services under this agreement, the Contractor shall be deemed an independent contractor and shall not act as nor be an agent or employee of the University. As an independent contractor, the Contractor will be solely responsible for determining the means and methods for performing the professional and/or technical services described in this agreement, and shall have complete charge and responsibility for persons employed by the Contractor engaged in the performance of the specified work. All of the Contractor's activities will be at its own risk, and the Contractor is hereby given notice of his or her responsibility for arrangements to guard against physical, financial and other risks as appropriate. The Contractor shall observe and abide by all applicable laws and regulations, including, but not limited to, those of the University relative to conduct on its premises.

RIGHTS TO CANCELLATION

Either the University or Contractor may terminate performance under this agreement, with reasonable notice, by notifying the other party, in writing, in advance of the effective date of termination specified in such notice.

RESPONSIBILITY OF PARTIES

Contractor shall at all times keep the University free and clear from all claims, liens and encumbrances asserted by any person or other entity for any reason whatsoever arising from the furnishing of services under this agreement. Contractor agrees to indemnify and hold harmless the University and its officers and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney's fees, arising out of the Contractor's performance under this agreement or as a consequence of the existence of this agreement, except for injury or damage caused by the sole negligence of the University. Accordingly, the University shall promptly notify the Contractor, in writing, of any claim or action brought against the University in connection with this agreement.

AVAILABILITY OF FUNDS

Obligations of the University under this agreement are subject to the availability of funds.

OTHER CONDITIONS

In cases where the agreement for services described in the instructions are contracted with an organization, as opposed to an individual, e.g., XYZ Consulting and Associates, an invoice will be required.

Xavier University is an academic community committed to equal opportunity for all persons regardless of age, sex, race, religion, handicap or national origin.



Form Distribution Process

WHITE—Comptroller YELLOW—Department PINK—Contractor

WHITE COPY MUST BE SUBMITTED WITH THE CONTRACTOR'S INVOICE TO THE OFFICE OF THE COMPTROLLER.