

INDEPENDENT CONTRACTOR AGREEMENT  
 Personal Services Short Form  
 VILLANOVA UNIVERSITY  
 800 LANCASTER AVENUE  
 VILLANOVA PA 19085

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between, Villanova University ("Villanova" or the "University") and \_\_\_\_\_, ("Contractor").

1. Independent Contractor. Villanova engages Contractor as an independent contractor to perform the services set forth in this Agreement, and Contractor accepts such engagement. Contractor acknowledges that he/she is an independent contractor and not an employee of the University. As such, Contractor shall have no claim against Villanova for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment benefits or employee benefits of any kind. Contractor acknowledges that Villanova shall also have no obligation to pay any medical bills for any injuries sustained by Contractor in connection with the work performed for Villanova by Contractor; contractor represents that s/he has his/her own health insurance or other adequate financial arrangements to pay for such medical bills. Contractor shall not represent him/herself to any third party as being an employee of the University.
2. Duties, Term and Compensation. Contractor's duties, term of engagement, compensation, reimbursement of expenses and payment shall be as set forth in Exhibit A, incorporated herein. The University will pay Contractor monthly upon submission of an invoice including a description of the work and submission of a time summary. The University will not reimburse Contractor for time spent traveling to and from Villanova. The University will not withhold any taxes on amounts paid to Contractor, and all federal, state and local taxes will be Contractor's responsibility to pay. The University is a non-profit organization exempt from the payment of Pennsylvania sales and use taxes, and the University will not reimburse Contractor for any such taxes. Contractor is responsible for requesting and obtaining all required tax exemption numbers.
3. Compliance with Laws, Rules and Regulations. Contractor will comply with all security, safety and other applicable rules and regulations of the University and all applicable federal, state and local laws and regulations at all times that Contractor is working on behalf of Villanova.
4. Right to Terminate. The University shall have the right to immediately terminate this Agreement for any reason with or without cause. In the event of such termination, the University shall pay Contractor in accordance with this Agreement for work completed up to the termination, less any damages or other expenses incurred by the University and arising from Contractor's performance.
5. Inventions and Intellectual Property Rights. Contractor agrees that any copyrightable work (including set, lighting, costume or other theater designs; computer programs or software; documentation; discoveries; inventions or improvements ("Deliverables")), developed by Contractor solely, or with others, in connection with the performance of this Agreement shall be deemed a "Work Made for Hire." The parties agree that Villanova shall own such Deliverables and all intellectual property rights in and to the Deliverables, including patent and copyright rights and trade secrets, and Contractor irrevocably and unconditionally conveys, assigns and transfers to Villanova, without any additional consideration, all of his/her rights, title and interest in the Deliverables. Contractor agrees that it retains no rights whatsoever in the Deliverables. Contractor will provide the University with any assistance it may require to obtain patents or copyright registrations, including execution of any documents submitted by the University. To the extent that Contractor has intellectual property rights in technology contained in any of the Deliverables, Contractor grants Villanova a royalty free, paid-up, worldwide, non-exclusive license to use such technology in connection with the Deliverables.

6. Warranty for Intellectual Property. Contractor represents and warrants to the University that the Deliverables are original creations and do not infringe the property or intellectual property rights of any third parties, and that Contractor has obtained all consents, permits and approvals required to comply with all laws, rules and regulations applicable to Contractor's work under this Agreement.
7. Indemnification and Confidentiality. Contractor shall indemnify, defend and hold harmless the University, its affiliates and their respective trustees, agents, representatives and employees from any and all claims, costs, judgments, losses, liabilities, fines or penalties, including but not limited to attorneys fees, arising from workers' compensation claims of Contractor's employees, Contractor's negligence, wrongful acts, violations of laws or breach of this Agreement. Contractor waives any rights it may have to subrogation from or against Villanova. Contractor agrees that Villanova shall not be responsible for any physical damage occurring to property owned, leased or rented by Contractor.

Contractor agrees that any information of Villanova obtained by him/her while performing services hereunder shall remain confidential and shall not be disclosed to third parties without the prior consent of Villanova.

8. Insurance. Contractor, at its expense, agrees to maintain during the term of this Agreement the following insurance coverages in amounts of not less than:

Workers' Compensation: Statutory

Comprehensive General Liability: \$1,000,000 each occurrence

Employer's Liability: \$100,000 each occurrence, \$500,000 annual aggregate

Automobile Liability: \$1,000,000 each accident

The University shall be named as an additional insured for all these coverages. Contractor must provide the University with a certificate evidencing this insurance coverage no later than the effective date of this Agreement. Contractor warrants and represents that each of its owners, employees and partners carry individual health insurance.

9. Governing Law, Non Waiver, Headings, Entire Agreement and Severability. In the event of a conflict between the body of this Agreement and Exhibit A, this Agreement shall govern. No amendment to any provision of this Agreement shall be effective unless in writing and signed by each party. This Agreement constitutes the entire understanding and Agreement between the parties and supersedes all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof. Sections 1, 5, 6 and 7 of this Agreement shall survive the expiration or termination of this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding choice or conflict of laws principles. Any legal action or proceeding with respect to this Agreement must be brought in the courts of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. Contractor irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail to Contractor at the address set forth on Exhibit A. No waiver shall be valid unless in writing and signed by the parties. The terms of this Agreement are severable and if any term or provision is found by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall remain in force.

**CONTRACTOR:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**VILLANOVA UNIVERSITY:**

By: \_\_\_\_\_

Authorized Representative

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A  
Personal Services Short Form

Contractor:

Name \_\_\_\_\_ Individual's SSN or EIN: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Term:

Commencing on \_\_\_\_\_, 20\_\_\_\_\_  
and ending upon completion of Contractor's duties or earlier termination by Villanova. This agreement may be extended by mutual written agreement.

Compensation:

Payment: The University will pay the independent contract the sum of \$ \_\_\_\_\_ in installments (or lump sum) as follows (standard payment terms are Net 30):

Or

Payment Not to exceed: \_\_\_\_\_ at a rate of \$ \_\_\_\_\_.

Independent contractor \_\_\_ will have/ \_\_\_ will not have reimbursements of expenses paid by the University.  
Reimbursement of expenses shall not exceed: \_\_\_\_\_.

Duties:

Contractor will perform the following duties:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_: Additional description attached is incorporated into this document by this reference.

**CONTRACTOR:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**VILLANOVA UNIVERSITY:**

By: \_\_\_\_\_

Authorized Representative

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_