

Independent Contractor Agreement

This Agreement is made this ____ day of _____, 20____, between The Catholic University of America, 620 Michigan Avenue, NE, Washington, DC 20064, a not-for-profit corporation in the District of Columbia, herein referred to as "Owner," and _____, of _____, herein referred to as "Contractor."

RECITALS

Owner owns and operates an institution of higher education at the address set forth above, and Owner desires to have the following services performed at [for] Owner's institution [list type of services to be contracted for; brief description. List department for which work will be performed and name of CUA contact person in the department]:

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 a flat fee of _____ Dollars (\$_____) OR at the rate of _____ Dollars (\$_____) per hour to a maximum not to exceed _____ Dollars (\$_____) for the work to be performed under this Agreement. Contractor is required to submit itemized invoices to the Owner on a regular basis every _____ [week/month] for payment of specific work performed under this Agreement. Final payment will be made upon verified completion of 100% of the work and acceptance of the final product by the Owner.

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 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.

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, judgments, 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.

SECTION FIVE
Insurance

Contractor is responsible for its own health, accident, vehicle and other insurance, none of which is the obligation of Owner. Owner has no responsibility or obligation to provide workers' compensation for Contractor or any agent or employee of Contractor.

If Contractor employs another person (other than as a "casual employee"), Contractor must provide workers' compensation insurance for that person. Evidence of this insurance shall be attached to this Agreement upon execution.

Where Contractor requires the use of a vehicle(s) in the performance of work under this Agreement, Contractor will, at all times during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to Owner, for property damage, bodily injury or death.

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. Seven (7) business days after 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 or 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; information pertaining to University students or employees; financial or other sensitive internal matters of Owner; and/or information otherwise protected by law. It is agreed that the definition of confidential or proprietary information includes all documentary, electronic, and/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 shall not divulge, disclose, copy, sell, data mine, or otherwise make use of any confidential or proprietary information (including but not limited to the above) of Owner, its students, employees, agents or assigns without express, advance written authorization of Owner. Contractor agrees not to download any confidential or proprietary information from Owner's servers or network without express, advance written permission of Owner, and agrees not to take any such information off campus in any form (e.g. via laptop, disk, drive, tape, or other storage device), without the same permission of Owner. Contractor agrees that any unauthorized uses under this paragraph 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 develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all confidential or proprietary information received from, or on behalf of Owner.

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.

Additionally, any intellectual property, information, materials, or inventions developed by the Contractor or any subcontractor in the performance of this Agreement are subject to the Owner's patent policy, attached hereto and made a part hereof, and such inventions shall be disclosed pursuant thereto, as if such Contractor or subcontractor were an employee.

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 for a period of _____ [number of weeks/months] from _____, 20____ to _____, 20____. Completion of the work is expected no later than _____, 20____. It is agreed that time is of the essence.

SECTION TEN
Termination

Either party may cancel this Agreement by providing _____ (_____) days' written notice to the other party.

SECTION ELEVEN
Equal Opportunity

Owner is an affirmative action/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. Contractor acknowledges that the University does not discriminate in its programs and activities and assures the University that it complies with all Federal laws as applicable, including but not limited to Title IV of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; and the Age Discrimination in Employment Act of 1975, as amended. Contractor is on notice that any complaints received by Contractor from subcontractors or any knowledge that comes to Contractor in the course of performance of this contract regarding non-compliance with these laws will be brought to the attention of the University's Director of Equal Opportunity at tel. 202-319-6594.

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 or alcohol on Owner's campus. Contractor will not permit the possession or use of any alcohol, whether lawful or not, on Owner's property. Contractor will notify the Owner in writing within five (5) days of any drug-related or alcohol-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 Contractor's subcontractors, their employees and agents.

SECTION THIRTEEN
Governing Law

This Agreement shall be governed by and construed under the laws of the District of Columbia.

This Agreement represents the entire agreement of the parties and may not be amended unless the same shall be in writing and signed by the parties.

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

Contractor

The Catholic University of America

Signature

Sr. Director Strategic Sourcing and Procurement

Print Name

Title

Telephone Number

Approved by the Office of General Counsel: _____
Attorney Signature Date