

INDEPENDENT CONTRACTOR  
CONSULTING AGREEMENT

between

THE UNIVERSITY OF SOUTH ALABAMA

and

\_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the University of South Alabama, located in Mobile, Alabama, 36688, hereinafter referred to as "University", and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as the Consultant.

WHEREAS, the University desires to have the Consultant perform certain professional services; and

WHEREAS, the 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):

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

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

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

ARTICLE II. AGREEMENT PERIOD

This agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. The University reserves the right to alter the starting and ending dates according to the needs of the University.

ARTICLE III. COMPENSATION

A. The University will pay fees to the Consultant for services performed hereunder on the following basis (specify daily rate, travel and other expense and a maximum in each category that will not be exceeded). Generally, travel expenses shall be paid according to the University's *Travel and Entertainment Regulations*.

ARTICLE III. COMPENSATION, continued

If the University is expected to directly pay the airfare to an authorized travel agency, a University travel authorization will be required and related University policies shall apply.

Number of days _____ @ daily rate _____	Subtotal	\$ _____
	*Reimbursable Travel	\$ _____
	*Other Expense	\$ _____
	Total	\$ _____

\*Consultant agrees to provide acceptable documentation to the University department negotiating this Agreement.

- 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 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 reimbursement is requested. (See the University's *Travel and Entertainment Regulations* for specific limitations of travel expense reimbursement.)

ARTICLE IV. REPORTING

In reporting the services performed hereunder, the Consultant shall report to \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_.

Reports shall consist of: \_\_\_\_\_

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 Consultant as to any information or items made available hereunder to the Consultant that are classified, restricted, or proprietary data, either in United States Government classifications or, according to University classifications. The 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 Consultant agrees that all papers, documents, and writings produced by the 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 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 Consultant under this Agreement, shall not be made available to any individual or organization by the Consultant without written approval of the University.

#### ARTICLE VII. PATENT RIGHTS

The 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. Consultant further agrees to report promptly in writing to the University any discovery or invention developed under this Agreement.

#### ARTICLE VIII. PATENT INDEMNITY

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 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 Consultant of items manufactured or supplied under this Agreement.

Consultant agrees that it shall have no right, title or interest in and to any product or processes which Consultant, alone or with others, may develop while performing services under this Agreement. 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 CONSULTANTS PROGRESS

The University shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Consultant involving transactions related to this Agreement until the expiration of three years after final payment hereunder. In the performance of the services, Consultant has the authority to control and direct the performance of the details of the work, 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. Consultant agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Consultant or Consultant's business.

#### ARTICLE X. INTEREST OF CONSULTANT

The 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 Consultant further covenants that in the performance of this Agreement, the Consultant shall not employ any person having such conflicting interests.

#### ARTICLE XI. PUBLICITY

It is also agreed that no advertising publicity matter having or containing any reference to the University of South Alabama, or in which the name is mentioned, shall be made use of by the Consultant or anyone on the 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 Consultant, terminate this contract in whole or in part at any time for cause, including, but not limited to, the failure of the 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 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 Consultant in performing this Agreement, whether completed or in progress. Consultant will be compensated for services provided pursuant to this Agreement to the effective date of termination.

#### ARTICLE XIII. CHANGES

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

#### ARTICLE XIV. CONSULTANT'S LIABILITY

In addition to the liability imposed by law on the Consultant for damage or injury (including death) to persons or property by reason of negligence and/or intentional conduct of the Consultant or any of his/her agents or anyone directly or indirectly employed by them, the Consultant hereby assumes liability for and agrees to save University harmless and indemnify it for every expense, liability, or payment suffered or claimed to have been suffered through any act or omission of the 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 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 University at any time, or from time to time, to enforce or require the strict keeping and performance by Consultant of any of the terms or conditions of this order shall not constitute a waiver by 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.

#### ARTICLE XVII. INDEPENDENT CONTRACTOR

The University and 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 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 conducting the work are under the sole control of the Consultant. None of the benefits provided by the University to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the University to the employees, agents or servants of Consultant. Consequently, Consultant is responsible for all applicable federal and state regulations relating to income tax, social security, worker's compensation, and unemployment insurance. Consultant further agrees that there are no claims to any rights to benefits, or tenure rights, for the Consultant, or his agents, under this agreement. The University waives any right to direct, instruct, and control Consultant as to the manner in which Consultant achieves the general and specific objectives, except that 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, and 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.

\_\_\_\_\_  
(Consultant's Name)

\_\_\_\_\_  
(Consultant's Signature)

\_\_\_\_\_  
(Address)

EI # or SS # \_\_\_\_\_

University of South Alabama

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

Robert K. Davis  
Assoc. Vice President for Financial Affairs  
Contract Officer

\_\_\_\_\_  
  
\_\_\_\_\_  
(Address)