# INDEPENDENT CONTRACTOR AGREEMENT

 This Independent Contractor Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, between Messiah University (“University”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”).

1. Relationship. Subject to the terms and conditions of this Agreement, University engages Contractor as an independent contractor to provide certain services as set forth in Exhibit “A” (collectively, the “Services”). The individual assigned to perform the Services on behalf of Consultant shall also be identified in Exhibit “A” to this Agreement. No other individual or employee may be assigned by Consultant to complete the Services unless prior written consent has been obtained by the authorized representative of the University.
2. Duties, Term, and Compensation. The Contractor’s duties, compensation and provisions for payment thereof shall be as set forth in Exhibit “A”, which may be amended in writing from time to time. Contractor acknowledges and agrees that Contractor will not represent itself, or any its employees or representatives, as an employee of University. The Contractor shall have the right to control the manner and means of performance of the duties under this Agreement, including the use of the Contractor’s own tools, materials, equipment, and resources. Consultant understands and agrees that the University is under no obligation to remit payment to the Consultant for additional services rendered beyond those identified in this Agreement and Exhibit “A” to this Agreement without the University’s receipt and written approval of such a request prior to the performance of the additional services. Upon termination of this Agreement, no further compensation will be owed Consultant.
3. Meetings.The University reserves the right to require the attendance of the individual representative of Consultant identified in Exhibit “A” at meetings and project development sessions at agreed upon times and locations.
4. Access to University Facilities. Consultant will be given limited access to the University’s facilities only to the extent required to render the Services. Contractor agrees to indemnify and hold University harmless for any claims for personal injury to Consultant or its employees or representatives or for loss or damage to any personal property in the custody or possession of Consultant or its employees or representatives while on or using University facilities.
5. Confidentiality. The Contractor acknowledges that, during the engagement, the Contractor may have access to and become acquainted with certain confidential information related to the University, its customers, its employees, and its business, all of which is proprietary and confidential to University (collectively the “Confidential Information”). It is expressly understood and agreed that any information related to University to which Contractor is exposed as a result of its relationship with University shall constitute “Confidential Information” hereunder. Confidential Information also includes third-party information which is in the University’s possession under an obligation of confidential treatment. The Contractor, for itself and for Contractor’s employees, agents, and representatives, agrees that neither the Contractor, nor its employees, agents, and representatives, will disclose or use any of the aforesaid Confidential Information, directly or indirectly, in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the University. All items relating to the business of the University, whether prepared by the Contractor or otherwise coming into the Contractor’s possession, shall remain the exclusive property of the University. The Contractor shall not retain any copies of the foregoing without the University’s prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the University, the Contractor shall immediately deliver to the University all such files, records, documents, specifications, information, and other items in the Contractor’s possession or under the Contractor’s control. This provision shall be continuing in nature, even after termination of this Agreement.
6. Conflicts of Interest. The Contractor represents that the Contractor is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering the Contractor’s duties, shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which the Contractor does not have a proprietary interest. During the term of this Agreement, the Contractor shall devote as much of the Contractor’s productive time, energy and abilities to the performance of the Contractor’s duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the University.
7. Independent Contractor Status. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the University for any purpose. Contractor is and shall remain an independent contractor, and, as such, shall have sole control over the manner and means of performing under this Agreement. Except as expressly set forth herein, all expenses incurred by Contractor in performing under this Agreement shall be borne wholly and completely by Contractor. As an independent contractor, Contractor is solely responsible for payment of all income, social security, employment-related, and self-employment taxes incurred as a result of the performance of services under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. University shall have no obligation to pay or withhold any sums for such taxes. Contractor will not be treated as an employee for any purposes including that of the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, the Social Security Act, and/or any State Unemployment Act(s). University will report the amount it pays Contractor on IRS Form 1099 to the extent required to do so under applicable Internal Revenue Code provisions and state or local law. Contractor understands and agrees that Contractor will pay all applicable Federal and State income taxes, self-employment taxes, local taxes, and/or licensee fees which may be due because of Contractor’s activities under this Agreement. University shall not maintain workers’ compensation or disability coverage for Contractor, and Contractor shall not be entitled to participate in any plans, arrangements, or distributions offered by University pertaining to health care coverage, pension, stock, bonus, profit sharing, or similar benefits. Contractor is responsible for maintaining appropriate workers’ compensation insurance, comprehensive general liability insurance, and professional liability insurance. Upon request, Contractor will produce proof of workers’ compensation insurance, comprehensive general liability insurance, and professional liability insurance to University. Neither the Contractor nor any employee or associate of the Contractor shall represent themselves as holding any executive or management position with the University. The Contractor will not hold itself out to any third party as having the authority to make representations or promises on the part of the University except as specifically provided for in this Agreement or so authorized in writing by the University. The Contractor shall not use any logo or trademark owned or customarily used by the University except as the University may direct or authorize.
8. Intellectual Property. Contractor recognizes University’s right, title, and interest in and to all trademarks and trade names used by University and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair University’s right, title, and interest therein, nor shall Contractor cause diminishment of value of said trademarks or trade names through any act or representation. Contractor shall not apply for, acquire, or claim any right, title, or interest in or to any such trademarks or trade names that may be confusingly similar to any marks owned by University. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement, whether conceived prior to or after this Agreement is signed, shall be the exclusive property of the University and the Contractor hereby assigns all right, title, and interest in and to the same to the University. Any and all inventions shall each constitute a work-made-for-hire under the United States Copyright Act and become the sole and exclusive property of the University.
9. Ownership of Documents. Contractor acknowledges and agrees that all documents produced by Contractor in the course of Contractor’s work for the University, including but not limited to, memoranda, research notes, correspondence, emails, pleadings, and reports, shall be the property of the University, and Contractor retains no ownership, interest, or rights therein.
10. Indemnification. Contractor agrees to indemnify and hold University, its trustees, directors, officers, employees, students, agents, and assigns harmless for any claims arising out of the performance of Contractor’s duties under this Agreement. Contractor further represents that it has complied with all laws and regulations, and has all required licenses or certification for the performance of duties hereunder.
11. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
12. Choice of Law. The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Any disputes regarding this Agreement shall be heard exclusively in the Court of Common Pleas of Cumberland County, Pennsylvania, or the United States District Court for the Middle District of Pennsylvania. In the event that the University is required to institute an action for a breach of this Agreement, and it is determined that Contractor breached this Agreement, the University shall be entitled to recover all costs, including attorneys’ fees, incurred in connection with such breach.
13. Injunctive Relief. Contractor acknowledges and agrees that in the event of a breach or threatened breach of this Agreement by Contractor, the University will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.
14. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
15. Termination. This Agreement shall be terminable at the will of either party, at any time, upon written notice. Upon termination by either party, Contractor shall be entitled to only those amounts due him at the time of termination.
16. Assignment. The Contractor shall not assign any of the Contractor’s rights under this Agreement, or delegate the performance of any of the Contractor’s duties hereunder, without the prior written consent of the University. University may assign its rights hereunder without any requirement of consent.
17. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
18. Notices. Any and all notices, demands, or other communications required or desired to be given by any party shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested as follows:

If to the Contractor:

 Attn:

If to the University: Messiah University

 One University Avenue, Suite

Mechanicsburg, PA 17055

Attn:

1. Enforceability. If any provision of this Agreement should be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall nevertheless be effective and enforceable to the extent deemed reasonable by such court, and the remainder of the Agreement shall continue in full force and effect.
2. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
3. Unenforceability of Provisions. If any provision of this Agreement or any portion thereof is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
4. Parties. The parties hereby represent and warrant that they have read the Agreement, that the representatives executing this Agreement on their behalf have been duly authorized to enter into this Agreement, and that they have full and complete authority to execute this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

|  |  |  |
| --- | --- | --- |
| Messiah University |  | Contractor |
| By: |  |  | By: |  |
| Title: |  |  | Title: |  |
| Date: |  |  | Date: |  |

**EXHIBIT A**

**DUTIES, TERM AND COMPENSATION**

**DUTIES:** The Contractor shall provide Services as an independent contractor on behalf of the University that will include the following items:

* <Duty #1>
* <Duty #2>
* <Duty #3>
* <Duty #4>
* <Duty #5…add more as needed>

**TERM:** This engagement shall commence upon execution of this Agreement and shall continue in full force and effect until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (“Term”), unless earlier terminated by either party. Either party may terminate this Agreement at will, at any time, with or without cause, effective upon notice to the other party. If University exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that University shall be obligated to compensate Contractor for work performed up to the time of termination. If Contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately. The Term of this Agreement may be extended if agreed upon in writing by both parties.

**COMPENSATION:** Consultant will be compensated at the fixed sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ up to a limit of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless otherwise authorized in writing. Payment will be made to the consultant as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The University reserves the right to approve the complete and comprehensive nature the assigned duties of this agreement before issuing final payment.