

Independent Contractor Agreement



Spelman College®

A Choice to Change the World

This Agreement dated this _____ day of _____ 20____ is between Spelman College, 350 Spelman Lane, Atlanta, Georgia 30314, (hereinafter referred to as the "College") and _____

_____ whose address for notices is _____

_____, an independent contractor, hereinafter referred to as the "Contractor," whose Federal Employer Identification Number is: _____.

In consideration of the mutual promises contained herein, the College and Contractor agree as follows:

Article 1 - Services: The Contractor's responsibility under this Agreement is to provide professional services as set forth in the Scope of Work detailed in Attachment "A" to this Agreement.

Article 2 – Schedule: The Contractor shall commence services on _____ 20____ and complete all services by _____ 20____.

Article 3 – Payment:

A. The total amount to be paid by the College under this agreement for services and "out of pocket" expenses shall not exceed _____ Dollars (\$_____) without written modification to this Agreement. The Contractor will bill the College in accordance with the payment schedule set forth in Attachment "A" to this Agreement *only* for services rendered toward the completion of the Scope of Work. The College shall have no obligation to pay the Contractor until the Contractor submits reasonable evidence, in a manner satisfactory to the College, of completion of the work for which it is being billed. The College will not be obligated to pay for services billed but not rendered.

B. The College will reimburse Contractor within 30 days after receipt of a written invoice to the College with appropriate documentation of work performed. Invoices must reference the current purchase order number.

C. "Out-of-Pocket" expenses will be reimbursed up to an amount not to exceed \$_____, and in accordance with the list of the types of expenditures eligible for reimbursement as outlined on Attachment "A" of this Agreement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices or other documentation sufficient to establish that the expense was actually incurred and necessary in performance of the Scope of Work described in Attachment "A" of the Agreement.

D. Agreements that will pay the Contractor \$1000.00 or more will require fully executed signatures as detailed before the Agreement can be approved.

Article 4 – Independent Contractor Relationship: The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee or agent of the College. All persons engaged in any of the work of services performed under this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the College shall be that of an Independent Contractor and not as employees or agents of the College. The Contractor does not have the power or authority to bind the College in any promise, agreement, or representation other than specifically provided for in the Agreement.

Individuals who are currently employed or who have been employed by the College within the past 12 months as staff, faculty, or student workers cannot be paid as independent contractors. These Individuals would have to be treated as employees.

DO NOT COMPLETE OR SUBMIT THIS FORM FOR APPROVAL IF THE AFOREMENTIONED APPLIES.

Article 5 – Liability: The Contractor shall not commence work under this Agreement until it has shown proof of the following (minimum) insurance requirements.

Comprehensive General Liability Insurance (Minimum limit of \$1,000,000)

Workmen’s Compensation Insurance in an amount adequate to cover legal requirements for all its employees in accordance with laws of the State of Georgia

Article 6 – Indemnification: The Contractor shall indemnify and save harmless and defend the College, its agents and employees from and against all claims, liability and loses, which may arise from any act or omission of the Contractor, its agents, or employees in the performance or services under this agreement.

ATTACHMENT “A” TO INDEPENDENT CONTRACTOR AGREEMENT

Requisition Number: _____

1. CONTRACTOR:

(NAME)

(STREET)

(CITY, STATE, ZIP CODE)

Telephone #: (_____) _____ - _____

II. Scope of Work: Attach additional pages (including PO reference) if necessary _____

III. Rates and/or Payment Schedule _____

“Out-of-Pocket” Expenditures are restricted to the following expense item: _____

IV. Key Personnel Assigned to Project (Resumes may be required in some instances):

SSN/ID# _____

(Print)

SSN/ID#
(Print)

SSN/ID#
(Print)

Contractor's Signature: _____ Date: _____

Spelman Representative: _____ Date: _____

Article 7 – Confidentiality: All business information or other confidential or proprietary information that may come into the possession of the Contractor while performing work under this agreement shall be treated as confidential. Contractor agrees to take strict precautions against disclosure of such information to third parties during and after the term of the agreement. This obligation of confidentiality shall survive for 5 years following the completion of Contractor's services.

Article 8 – Ownership of Work Product: All right, title, and interest in and to any invention, work product, idea or creation conceived, developed or produced during the performance of services under this Agreement (including but not limited to creative, copy, scripts, story boards, writing, copyrights, trademarks, art, music, software and documentation, business systems or ideas, and research projects) shall be property of the College whether created individually by the Contractor or jointly with the College, on or off premises. Contractor also warrants that all material, including musical, literary or artistic work that is furnished to the College pursuant to this Agreement may be used and reproduced for any purpose whatsoever, including advertising, promotion and trade purposes, without violating the personal or property rights or any persons and without infringing any copyright, trademark or patent.

The Contractor hereby assigns to the College any and all rights, title and interest in work performed by the Contractor under this Agreement, and to any proprietary rights and intellectual property rights in such work.

Article 9 – Termination: This agreement may be terminated with thirty (30) days' prior written notice to the other party at the appropriate address given above, or designated by a party in writing. In the event of such a termination, the Contractor shall be paid for all proper work performed up to the termination date.

Article 10 – Record Retention and Access:
Any and all records pertaining to the contracted project (i.e. invoices, receipts, intellectual property, etc), must be readily accessible to the Contractor and retained three (3) years after the end of the contract. If this contract is funded by federal dollars, pursuant to federal regulations, all records must be additionally readily accessible to the granting agency.

This agreement shall be governed and construed under the laws of the State of Georgia.

I have read this agreement prior to signing:

CONTRACTOR

SPELMAN COLLEGE

Date: _____

Date: _____

(Signature)

Budget Manager

(Vendor Name)

Provost/Div. VP

(Vendor Address)

Administrative Services

(Vendor City, State & Zip Code)

VP or Assoc. VP for
Business and Financial Affairs

