

**Independent Contractor Agreement**

This Agreement is entered into by and between \_\_\_\_\_ (Contractor) and, Drake University (Client). Client hereby engages the services of Contractor as an independent contractor upon the following terms and conditions.

**Article I – Services Provided**

- 1.1 Contractor and Client agree that Contractor shall perform the services set forth below, pursuant to the enumerated fee structure. As services are rendered, Contractor may facilitate payment pursuant to the terms of this Agreement by submitting a report to Client in a format acceptable to Client.

***Services to Be Performed***

Client has retained Contractor to perform the following services:

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***Service Fees***

Client shall pay Contractor for the services as follows:

[Client shall be paid a flat fee of \$\_\_\_\_\_.]

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[If the services are project based: Contractor shall submit an invoice to Drake for services no later than thirty (30) days after the performance of the services.

If the services are based on hours worked: Contractor shall submit a monthly statement of hours worked performing the services to Drake no later than five (5) days following the last day of each month.]

**Article II – Term of Agreement**

- 2.1 The term of this Agreement shall be only for such period of time as required for Contractor to perform the services described in Article I or upon termination of the Agreement as stated in Article V.

**Article III – Terms of Payment**

- 3.1 Contractor shall be paid for the services pursuant to any fee and invoicing schedule set forth in Article I. Contractor must submit a tax identification number to Client as a condition of payment.
- 3.2 Drake shall reimburse Contractor for all reasonable, pre-approved and appropriately documented expenses incurred by Contractor in performance of the services pursuant to the Drake Independent Contractor Travel Expense Reimbursement Checklist. Otherwise, Contractor is responsible for all other expenses necessary to fulfill the terms of this Agreement including but not limited to meals, mileage and lodging.
- 3.3 Contractor is an independent contractor and, therefore, no payroll taxes of any kind shall be withheld from payments to Contractor, nor paid by Drake on behalf of Contractor or any employees or assistants of Contractor. Contractor shall not be treated as an employee, with respect to the services

performed hereunder, for federal or state tax purposes. Contractor shall be furnished, on a timely basis, with an IRS Form 1099. Contractor understands that it is Contractor's responsibility to pay, according to applicable law, Contractor's own income taxes.

- 3.4 Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee benefit plan of Drake University, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance.

#### **Article IV – Insurance**

- 4.1 Contractor shall be solely responsible for all of Contractor's own insurance and shall at all times maintain such types and amounts of insurance (including automobile/liability insurance) appropriate to fulfill this Agreement, or as reasonably requested by Drake. Contractor shall comply with worker's compensation laws concerning Contractor and any employees or assistants of Contractor.

#### **Article V – Termination**

- 5.1 Either party may terminate this Agreement with fifteen (15) days written notice to the other party. Once terminated, all legal rights and obligations of the parties herein will end.

#### **Article VI – Miscellaneous**

- 6.1 Contractor agrees to indemnify, defend and hold harmless Drake University, its employees, agents, and assigns from any and all liabilities, claims, obligations, costs and expenses, including reasonable attorneys' fees, court costs and cost of appeal, arising out of Contractor's breach of this Agreement or the negligent acts or omissions of Contractor, its employees or agents, in the performance of the services.
- 6.2 At no time shall Contractor represent himself to be an employee of Client. Contractor does not have authority to bind or otherwise commit Client to contractual obligations.
- 6.3 The services to be performed by Contractor hereunder are personal in nature, and Client has engaged Contractor as a result of Contractor's expertise relating to such services. Contractor, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without Client's prior written consent.
- 6.4 [Contractor acknowledges and agrees that all documents produced by Contractor, including but not limited to memoranda, research notes, correspondence, marketing materials, drawings, emails, and reports in the course of providing services for Drake, shall be the property of Drake, and Contractor shall retain no ownership, interest, or rights therein].
- 6.5 Contractor agrees to comply with all state and federal laws, rules and regulations, and University policy while performing services under this Agreement, and shall hold in confidence any confidential and proprietary information or data relating to Client business, and shall not disseminate or disclose such confidential information to any individual or entity, unless specifically permitted in each instance by Client.
- 6.6 This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa. Any dispute under this Agreement or any related document shall be decided in the courts in the state of Iowa.
- 6.7 If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement nevertheless shall remain in full force and effect.
- 6.8 This is the entire Agreement of the parties with respect to any matters covered hereby.

6.9 This Agreement may be supplemented, amended or revised only by further written agreement executed by both parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ By initializing this line, I certify that I am a speaker, trainer, facilitator or scholar recognized regionally or nationally for expertise or experience in my field.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax ID

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Drake University Approver

\_\_\_\_\_  
Date