**INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT**

Between

**THE COLLEGE OF WILLIAM AND MARY**

And

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

THIS AGREEMENT made this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2 \_\_\_\_\_\_, by and between The College of William & Mary, hereinafter referred to as "College" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the **Independent Contractor/Consultant**.

WHEREAS, the College desires to have the Independent Contractor/Consultant perform certain professional services; and WHEREAS, the Independent Contractor/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.**Deliverables (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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_\_\_ , and terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_\_\_. The College reserves the right to alter the starting and ending dates according to the needs of the College.

**ARTICLE III. COMPENSATION**

**A.** The Independent Contractor/Consultant agrees to provide acceptable documentation (invoice/valid receipts) to the College department negotiating this Agreement. Acceptable documentation should be submitted for the following:

* Reimbursable Travel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Fee for Service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Other Expense: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Total: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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 Contractor's/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 College. Applicable reporting requirements (Article IV) must be met before payment will be made.

**C.** Prior authorization by the College benefiting department is required for any travel taken under this Agreement for which is requested (See the College's Travel Policy for specific limitations of travel expense reimbursement.)

**ARTICLE IV. REPORTING**

In reporting the services performed hereunder, the Independent Contractor/Consultant shall report to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_\_\_\_ .

Reports shall consist of:

Independent Contractor/Consultant should submit a copy of the report with the invoice or other request for payment.

**ARTICLE V. CLASSIFIED/RESTRICTED PROPRIETARY DATA**

The College agrees to apprise the Independent Contractor/Consultant as to any information or items made available hereunder to the Independent Contractor/Consultant that are classified, restricted, or proprietary data, either in United States Government classifications or, according to College classifications. The Independent Contractor/Consultant agrees that any such material furnished to him/her by the College will be returned to the College at its request, or upon termination of this Agreement.

**ARTICLE VI. COPYRIGHTS**

The Independent Contractor/Consultant agrees that all papers, documents and writings produced by the Independent Contractor/Consultant under this Agreement shall be considered a work made for hire and shall be the sole property of the College. Papers, documents, and writings as used in this Agreement include computer software, related source code and any associated documentation.) The College shall own all copyright rights and any other proprietary rights in and to such writings and/or media in any country or countries. Possession of such documents and writings shall be transferred to the College at the termination of performance of services under this Agreement or at the College's earlier request. Any reports, information, data, etc., given to, or prepared by, the Independent Contractor/Consultant under this Agreement, shall not be made available to any individual or organization by the Independent Contractor/Consultant without written approval of the College.

**ARTICLE VII. PATENT RIGHTS**

The Independent Contractor/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 College and the College shall have the exclusive right to any patent derived therefrom. Independent Contractor/Consultant further agrees to report promptly in writing to the College any discovery or invention developed under this Agreement.

**ARTICLE VIII. PATENT INDEMNITY**

Independent Contractor/Consultant agrees to indemnify the College, its officers, agents, servants and employees against liability of any kind (including costs and expenses incurred) for acts of the Independent Contractor/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 Independent Contractor/Consultant of items manufactured or supplied under this Agreement.

Independent Contractor/Consultant agrees that it shall have no right, title or interest in and to any product or processes which Independent Contractor/Consultant alone or with others may develop while performing services under this Agreement. Independent Contractor/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 College and agrees to execute any and all documents requested by the College in accordance with this provision.

**ARTICLE IX. EXAMINATION OF RECORDS AND INDEPENDENT CONTRACTOR/CONSULTANT PROGRESS**

The College shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Independent Contractor/Consultant involving transactions related to this Agreement until the expiration of three years after final payment hereunder. In the performance of the services, the Independent Contractor/Consultant has the authority to control and direct the performance of the details of the work with the College being interested only in the results obtained. However, the work contemplated herein must meet the College's standards and approval and shall be subject to the College's general right of inspection and supervision to secure the satisfactory completion thereof. Independent Contractor/Consultant agrees to comply with all federal, state and local laws, rules and regulations that are now or hereafter applicable to the Independent Contractor/Consultant or the Contractor's/Consultant's business.

**ARTICLE X. INTEREST OF INDEPENDENT CONTRACTOR/CONSULTANT**

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

**ARTICLE XI. PUBLICITY**

It is also agreed that no advertising or publicity materials having or containing any reference to theCollege ,or in which the name is mentioned, shall be made use of by the Independent Contractor/Consultant or anyone on the Contractor's/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 College.

**ARTICLE XII. TERMINATION**

The College may by five days written notice to the Independent Contractor/Consultant terminate this contract in whole or in part at any time for cause, including, but not limited to, the failure of the Independent Contractor/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 Independent Contractor/Consultant shall, as notice directs: 1) discontinue all services affected; and 2) deliver to the College all data, reports, summaries and such other information and materials as may have been prepared for and/or accumulated by the Independent Contractor/Consultant in performing this Agreement, whether completed or in progress. Independent Contractor/Consultant will be compensated for services provided pursuant to this Agreement to the effective date of termination.

**ARTICLE XIII. CHANGES**

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

**ARTICLE XIV. INDEPENDENT CONTRACTOR'S/CONSULTANT'S LIABILITY**

In addition to the liability imposed by law on the Independent Contractor/Consultant for damage or injury (including death) to persons or property by reason of negligence and/or intentional conduct of the Independent Contractor/Consultant or any of his/her agents or anyone directly or indirectly employed by them, the Independent Contractor/Consultant hereby agrees to the following condition: The Independent Contractor/Consultant agrees to hold the College harmless and indemnify the College for every expense, liability or payment suffered or claimed to have been suffered through any act or omission of the Independent Contractor/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 Independent Contractor/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.Contractor/Consultant agrees that any personal injury to Contractor/Consultant or third parties or any property damage incurred in the course of performance of the Contractor/Consulting Services, shall be the responsibility of Contractor/Consultant.

**ARTICLE XV. WAIVER OF DEFAULT**

Any failure by the College at any time or from time to time to enforce or require the strict keeping and performance by Independent Contractor/Consultant of any of the terms or conditions of this order shall not constitute a waiver by the College of a breach of any such terms or conditions in any way or the right of College 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 the laws of the Commonwealth of Virginia. 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/CONSULTANT**

The College and Independent Contractor/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 the Independent Contractor/Consultant shall be or shall be deemed to be an employee, agent or servant of the College. The College is interested only in the results obtained under this Agreement consistent with Article IX above. The manner and means of College to its employees, including, but not limited to unemployment insurance is available from the College to the employees, agents or servants of Independent Contractor/Consultant. Consequently, Independent Contractor/Consultant is responsible for all applicable federal and state regulations relating to income tax, social security, worker's compensation and unemployment insurance. Independent Contractor/Consultant further agrees that there are no claims to any rights to benefits or tenure rights for the Independent Contractor/Consultant or his agents under this agreement. The College waives any right to direct, instruct, and control Independent Contractor/Consultant as to the manner in which the Independent Contractor/Consultant achieves the general and specific objectives, except that Independent Contractor/Consultant agrees to perform its work in a manner which is consistent with general, College and/or Grantor research protocol.

**ARTICLE XVIII.ANTI-DISCRIMINATION**

Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and *§10* of the *Rules Governing Procurement*, Chapter 2, Exhibit J, Attachment 1. If the contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

**Independent Contractor/Consultant College of William & Mary**

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**Contractor/Consultant Signature Date Procurement Office Signature Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contractor/Consultant Name** **Procurement Office Name**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address 1**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address 2**