BRADLEY UNIVERSITY INDIVIDUAL INDEPENDENT CONTRACTOR AGREEMENT

This form is to be used for agreements of \$1,000 or more.

Is the Determination of Independent Contractor Status Certification Form 1 completed and attached ? Yes_No_ (Must be attached before Agreement is processed.) Individual's name Address Taxpayer's Identification Number (TIN) ____ Fax _____ E-mail address____ Type of visa (if applicable) Individual's employment status Current employer ____ Company name and address _____ If self-employed, Company name and address ____ ARTICLE 1 - Location and Description of Services The Independent Contractor shall provide the following advisory, consulting, reporting and related services during the term of this agreement at the site designated: Deliverable items to be provided by Independent Contractor (if any): 1. Required Reports: 2. "Subject Data" (as defined in Article 7 (a) below): The Independent Contractor will independently perform all services specified in this Agreement, except as provided herein. In the event the

Independent Contractor requires the services of other contractors, an amendment to this Agreement stating the names, social security numbers, addresses, and anticipated amounts to be paid to said additional contractors is required. This provision does not apply to secretarial and clerical

services needed by Independent Contractor to assist in the performance of this Agreement. Independent Contractor will not hire University's employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services, except with the prior written approval of the University.

ARTICLE 2 – Term of Agreement The term of this Agreement shall be from ______ until _____ unless terminated as provided herein, or extended by supplement to this Agreement. This Agreement may be terminated by either party upon ten (10) days prior written notice to the other party. In the event of termination, Independent Contractor shall be paid on a per diem basis for services performed under this Agreement up to the date of termination. ARTICLE 3 – Reports The Independent Contractor will furnish the Required Reports specified in Article 1(b) above in such form and number as may be required by the University. In addition, within _____ days of termination, Independent Contractor shall furnish University a final report in sufficient detail to indicate the work accomplished and services provided under this Agreement. The final report shall include a certification by the Independent Contractor that he/she has made complete disclosure of all discoveries and inventions (if any) pursuant to Article 10 of this Agreement. ARTICLE 4 – Basis of Payment The Independent Contractor shall receive compensation of \$ _____ per day up to a maximum of \$ _____ for the period of this Agreement as compensation for all work and services performed. This fee is to include all secretarial, clerical, and similar incidental services. Total reimbursement for travel expenses (in addition to the maximum for services as stated above) shall not exceed \$ ______ .

ARTICLE 5 - Payment

To receive payment, the Independent Contractor should submit an invoice to the University for work and services performed and travel expenses. Payments will be made no more frequently than monthly. Any travel expense reimbursement requires appropriate receipts and documentation. The University may withhold final payment until all deliverable items specified in Article 1, the final report specified in Article 3, and disclosures of inventions specified in Article 11 have been submitted in a form satisfactory to the University.

ARTICLE 6 - Assignment

The Independent Contractor may not assign or transfer this Agreement or any interest or claim in this Agreement without the prior written consent of the University.

ARTICLE 7 - Rights in Data

- A. "Subject Data" as used herein means any copyrightable works (whether or not the copyright is registered) which are specified in Article 1 to be delivered under this Agreement.
- B. University's Rights in Data First Produced Under This Agreement.

In consideration for the payment described in Articles 4 and 5, Independent Contractor agrees to assign all right, title and interest in Subject Data first produced under this Agreement, including copyright, to the University. Independent Contractor understands the University shall have the exclusive right to use Subject Data for any purpose, including but not limited to use, reproduction, distribution, sale, licensing and sublicensing of the Subject Data and the development of derivative works based in whole or in part on the Subject Data, without further compensation to Independent Contractor.

C. Independent Contractor's Warranty of Originality.

Independent Contractor warrants that the Subject Data will be an original work by the Independent Contractor and, to the best of Independent Contractor's knowledge, will not infringe upon the rights of third parties. For any data delivered to the University that is **not** first produced under this Agreement, the Independent Contractor certifies that he/she will acquire the necessary rights/licenses for the University to copy and use said data at its discretion without expense by the University.

D. Restrictions on Independent Contractor's Use of Data.

All original data and records of this work first produced by Independent Contractor under this Agreement shall be the property of the University. Permission to use such information for other purposes may be sought by the Independent Contractor from the University, through the department/unit head.

E. Restrictive Markings.

The Independent Contractor shall not put any restrictive markings upon any Subject Data unless otherwise specified in this Agreement.

F. Administrative Confidential Information.

The Independent Contractor shall not publish or otherwise disclose, except to the University and except matters of public record, any information or data obtained under this Agreement from private individuals, organizations, or public agencies, in a publication whereby the information furnished by any particular person or establishment can be identified, except with the prior written consent of such person or establishment.

ARTICLE 8 - Non-Liability

In no event shall the University be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in data furnished by Independent Contractor under this Agreement.

ARTICLE 9 - Acknowledgement of Sponsorship

The Independent Contractor agrees that, in any publication, acknowledgement shall be made of the sponsorship by the University. Normally this is done by a footnote reading, "This work was performed under the sponsorship of Bradley University" or words to this effectThe Independent Contractor agrees not to use the name of the University (except in an acknowledgement of sponsorship of this work) in advertising or for any other commercial purpose without the prior written approval of the University.

ARTICLE 10 - Rights in Inventions

All inventions or discoveries first conceived or reduced to practice under this Agreement shall belong to the University. The Independent Contractor agrees to promptly and fully disclose to the University each invention or discovery conceived or reduced to practice under this Agreement. The University shall have the sole right to determine the disposition of University-owned inventions. The Independent Contractor agrees to execute an assignment and related documents necessary to further the patenting and development of an invention and to cooperate with the University in such activities.

ARTICLE 11 - Independent Contractor as an Independent Contractor

The Independent Contractor shall have sole control over the manner and means of providing the work and services performed under this Agreement. The University's relationship to the Independent Contractor under this Agreement shall be that of Independent Contractor. Independent Contractor will not be considered an agent or employee of the University for any purpose.

ARTICLE 12 - Compliance With Laws

The Independent Contractor agrees to comply with all laws, statutes, regulations, rulings, or enactments of any governmental authority. The Independent Contractor shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.

ARTICLE 13 - Governing Laws

This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.

ARTICLE 14 - Examination of Records

The Independent Contractor agrees that the University or their duly authorized representative(s) shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Independent Contractor involving transactions related to this Agreement until the expiration of five (5) years after final payment under this Agreement.

ARTICLE 15 - Covenant Against Contingent Fees

The Independent Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the University shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 16 - Conflict of Interest

The Independent Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and his/her services under this Agreement; and, in the event of change in either his/her private interests or services under this Agreement, the Independent Contractor will raise with the University any question regarding possible conflict of interest which may arise as a result of such change.

ARTICLE 17 – General Conditions

The following additional provisions are incorporated herein and made a part of this Agreement by this reference. (If no additional provisions are to be incorporated, write the word "none" in the space provided):

This Agreement shall not be binding until signed by all parties, as appropriate, and shall be effective as of the date last written below.

Bradiey University	1	ndependent Contractor	
Vice President for Business Affairs	Date	Signature ¹ (Signature also applies to certifications made under Note 1 on this and following page.)	Date
Provost & Vice President for Academic Affairs Approvals for the University:	Date		
Faculty/staff member	Date		

NOTE:

¹ Certifications made by Independent Contractor:

- I certify that I have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor have I made an
 admission of guilt of such conduct which is a matter of record.
- 2. I certify that I am not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission or made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education.
- 3. I certify that to the best of my knowledge and belief, that I:
 - Am not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against me for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. am not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in part (b) of this certification; and,
 - d. have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.
- 4. Under penalties of perjury, I certify that the Federal Taxpayer Identification Number I have given is correct and that I am doing business under the type indicated.

The following instructions pertain to the Taxpayer's Identification Number (TIN).

"Enter your taxpayer identification number in the appropriate space. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. Federal Employer Identification Numbers (FEINs) must not be used for sole proprietorships.

"If you do not have a TIN, apply for one immediately. To apply get Form SS-5, Application for a Social Security Number Card (for individuals) from your local office of the Social Security Administration, for Form SS-4, Application for Employer Identification Number (for business and all other entities), from your local Internal Revenue Service office.

"To complete the certification if you do not have a TIN, fill out the certification indicating that a TIN has been applied for, sign and date the form, and return it to this agency. As soon as you receive your TIN, fill out another such form including your TIN, sign and date the form, and give it to this agency.

"If you fail to furnish your correct TIN to this agency, you are subject to an IRS penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect."

"Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment."

- 5. I certify to the best of my knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid by the Independent Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any non-Federal funds have been paid or will be paid by the Independent Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with **this** Federal contract, grant, loan, or cooperative agreement, the Independent Contractor shall check here _ and complete and submit Federal Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. I shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify accordingly.
- 6. The Drug Free Workplace Act (PA86-1459) requires, in part, that contractors with 25 or more employees take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance programs, of prohibited activities and of sanctions that will be imposed for violation; and that individuals with contracts not engage in the manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. These requirements apply to State contracts of \$5,000 or more. By acceptance of this Agreement, the Independent Contractor certifies that she/he is in compliance with the Act as of the effective date of this Agreement.
- I certify that neither I nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation
 of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under
 that Act.
- 8. I certify and understand that the University reserves the right to reclassify an individual's status as an employee. The University may withhold taxes if it is determined, based on IRS guidelines, that I shall be reclassified in fact a University employee.