

WILLIAM PATERSON UNIVERSITY
INDEPENDENT CONTRACTOR AGREEMENT (Template)

Select Vendor Type: **US Vendor**

Non-US Vendor

This Agreement, effective _____, 20____, is made by and between WILLIAM PATERSON UNIVERSITY (“the University”), for and on behalf of _____ (Department within the University) and _____, (name of Independent Contractor, or “IC”).

The University hereby engages the services of IC under the terms and conditions set forth below, and in any written addenda made part of this Agreement by mutual agreement of the parties.

1. TERMS OF ENGAGEMENT:

- a. Description of services being provided: _____

- b. Date(s) of engagement: _____
- c. Time of engagement, if applicable: Start: _____ Ending: _____
- d. Location of engagement: _____
- e. IC’s name : _____
- f. IC’s address: _____
- g. IC’s telephone number: _____
- h. Booking agent (if applicable): _____

2. COMPENSATION:

- a. The University will pay to IC a fee for services in the amount of \$ _____.
- b. If travel or other expenses will be reimbursed, the expenses that will be reimbursed must be listed as part of this contract in the space provided here or as an attachment. In addition, to comply with accountable plan rules (and prior to the reimbursement payment), the IC must provide a separate invoice for expense reimbursement, accompanied by original receipts (no copies or scans).

Expenses to be reimbursed: _____

- 3. TERMS OF PAYMENT:** Payment will be made within 30 days after services are rendered unless otherwise specified here or in addenda: _____.
Payments are made via ACH direct deposit. The following forms must be completed and submitted to Accounts Payable before payment can be made:

- a. IRS form W-9
- b. Independent Contractor Questionnaire (ICQ) (*must be approved by Office of the Controller*)
- c. Vendor Electronic Payment form
- d. Written contract or agreement

- 4. INDEPENDENT CONTRACTOR:** IC warrants that he/she is an independent contractor and not a state employee, partner, or agent of the University. IC will pay all applicable state, local, and federal taxes associated with this agreement. IC acknowledges that the University shall have no responsibility to

provide insurance or other fringe benefits normally associated with employee status.

5. **IC'S WARRANTY:** IC warrants that he/she is the sole owner of the presentation materials and/or has full power and authority to make this Agreement and that presentation materials do not infringe any copyright, violate any property rights, or contain any libelous or unlawful matter.
6. **FORCE MAJEURE:** In the event the University is unable to perform any of the terms and conditions of this Agreement due to events or causes outside the University's control, the University shall not be deemed to be in breach of this Agreement or liable to IC for costs or damages of any kind.
7. **CANCELLATION:** Either the University or IC may cancel or terminate this contract and the services to be rendered without liability, with written notice to the other party at least 30 days before the Engagement, if the Engagement takes place on single day. If the Engagement is ongoing, either the University or IC may cancel or terminate this contract and the services to be rendered with written notice to the other party of at least 30 days. If IC is unable to provide the service on the date scheduled due to illness, the University will have no obligation to make payment, but shall attempt to reschedule IC's services at a mutually acceptable future date. If rescheduling is not possible, then the Agreement will become null and void upon either party's written notification to the other.
8. **INDEMNIFICATION & INSURANCE:** IC agrees to indemnify and hold the University and its respective officers, agents, and employees free and harmless from any claim, damage, liability, injury, expense or loss arising out of IC's provisions of services under this Agreement. IC agrees to abide by the rules, regulations, and requirements of the University and the State of New Jersey.
 - A. **INSURANCE:** Some ICs may provide services that are inherently dangerous or capable of causing injury to persons or property. While normally, this provision would not apply to a speaker, lecturer or proofreader, etc., it would apply to an IC providing a climbing wall, performing structural repairs, or performing other services at comparable risk. ICs who fall into the latter category must provide a certificate of insurance indicating coverage of at least \$1,000,000 in general liability coverage and must list the University as an additional insured.

Provision 8A is ___Applicable ___Non-Applicable *[Required Response]*

9. **PROMOTION/USE OF UNIVERSITY NAME OR TRADEMARKS:** IC may not use the University's name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of the University's Office of Marketing and Public Relations.
10. **RIGHT TO NAME AND PHOTOGRAPH & WORK FOR HIRE:** IC hereby grants to the University the right to use the IC's name, photograph, and likeness in, and in connection with, all forms of advertising, information programs, promotional material and any and all other materials, including audio and/or video recordings, to promote this singular University program or activity.
 - A. **WORK FOR HIRE:** Unless otherwise agreed to in writing, all work created under the terms of this agreement is considered work for hire and remains the property of the University.

Provision 10A is ___Applicable ___Non-Applicable *[Required Response]*

11. **NON-INFRINGEMENT:** IC represents and warrants that IC is free to enter into this Agreement and that Engagement does not violate the terms of any agreement between IC and any third party. IC represents and warrants that neither the Engagement nor any materials provided in connection with the Engagement will infringe, violate the copyright, patent, trademark, trade secret or any

other right of any third party, and no additional permissions, clearances, assignments, or licenses are necessary to give full effect to the provisions of this Agreement. IC represents and warrants that all copyright or similar permissions or licenses that may be necessary to provide the service requested have been obtained and shall provide documentation to the University of such permission upon request.

- 12. EXECUTION:** All contracts must be signed by an authorized representative of the University. The authorized representative, in signing this contract, does so solely as a duly authorized representative of the University and does not assume any personal liability for meeting the terms of the contract.
- 13. GOVERNING LAW/VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties further agree that the Superior Court, Passaic County, where the University is located, shall be the venue for any disputes between the parties. IC agrees to abide by and conform to all University regulations, rules and policies as well as all federal, state, and local laws.
- 14. NO ASSIGNMENT:** This Agreement cannot be assigned or transferred without the written consent of both parties.
- 15. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the University and the IC. This Agreement shall not be binding unless executed in writing by the University and IC. Any amendment must be made in writing and signed by both parties.
- 16. AGENT'S WARRANTY: [If applicable],** If an agent is signing on behalf of IC, the agent signing below warrants that he or she is authorized to agree to each of the provisions of this Agreement on behalf of IC.

[Intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the University and IC hereby agree to the terms and conditions of this Agreement. The Agreement shall be effective when fully executed by the authorized representatives of both parties.

WILLIAM PATERSON UNIVERSITY

Signature: _____

Date: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

Print Name: _____

Title: _____

INDEPENDENT CONTRACTOR or DULY AUTHORIZED AGENT

Signature: _____

Date: _____

Print Name: _____

Title: _____

Address: _____
