

This is a form agreement for discussion purposes only. It does not constitute a binding offer or contract of Arcadia University until all of the terms have been approved and this agreement is executed by an authorized university official.



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, by and between _____, having an address at _____ (“Independent Contractor”) and Arcadia University, 450 S. Easton Road, Glenside, Pennsylvania 19038 (“Arcadia”).

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as set forth, and intending to be legally bound hereby, the parties agree as follows:

Independent Contractor hereby confirms that it has read the Independent Contractor Addendum (“Independent Contractor Addendum”) located on the Arcadia University website at www.arcadia.edu/gcica. The Independent Contractor Addendum is hereby incorporated into this Agreement by reference. Independent Contractor agrees, for itself and its agents and employees, to abide by the terms of the Independent Contractor Addendum. To the extent that there is a conflict between the terms of this Agreement and the Independent Contractor Addendum, the terms of the Independent Contractor Addendum shall govern.

The Contractor will provide the following goods and/or services (collectively, “Services”): (a description of the Services may also be attached to this Agreement) as Exhibit “A.”

- ❖ _____
- ❖ _____
- ❖ _____
- ❖ _____
- ❖ _____
- ❖ _____

As compensation for the satisfactory performance of the Services, Arcadia shall pay Independent Contractor a total fee not to exceed _____ (\$ _____). Independent Contractor shall submit timely invoices to Arcadia and shall not submit more than one invoice per month or as otherwise set forth on the Independent Contractor Addendum. The invoices shall include an itemization of charges and a description of the Services performed or supplied. If applicable, an additional amount not to exceed (\$ _____) per month shall be paid for agreed upon expenses (telephone, office expenses, etc.) to assist work on behalf of Arcadia. Detailed records and receipts for such expenses incurred on behalf of Arcadia with a monthly financial report shall be presented to Arcadia, and if funded with federal grant or contract funds by Arcadia, a government standard form of reimbursement shall be submitted to Arcadia for presentation to the federal governmental funding agency.

Arcadia shall have the right from time to time and by prior written notice to propose changes in or additions to the Services to be supplied under this Agreement. Independent Contractor agrees to comply, to the extent feasible, with such change notice which shall become part of this Agreement. If such changes cause an increase or decrease in the cost or time required for performance, the parties will agree in writing on the revised price and delivery schedule before the changes are initiated. Independent Contractor may also propose changes in writing and may carry them out only with the prior written consent of Arcadia.

Independent Contractor retains the sole and exclusive right to control and direct the manner or means by which the Services are to be performed. Arcadia retains only the right to control the ends to ensure conformity with the terms of this Agreement. Independent Contractor shall at all times during and after the term of this Agreement, and in the performance of its obligations under this Agreement, be an independent contractor to Arcadia. The Independent Contractor shall in no event be deemed to be, nor represent itself to be, an employee, agent, partner, or joint venturer of Arcadia, and Independent Contractor shall have no right or authority to assume or create any obligation, liability, or responsibility whatsoever, express or implied (other than those obligations imposed by applicable law), on behalf of or in the name of Arcadia or to bind Arcadia in any respect whatsoever.

Independent Contractor shall supply all equipment, tools, materials, and supplies necessary to provide and complete the Services.

Arcadia shall not obtain any workers’ compensation insurance for Independent Contractor or Independent Contractor’s employees. Independent Contractor shall comply with the workers compensation laws with respect to Independent Contractor and Independent

Contractor's employees. Independent Contractor shall provide such insurance and indemnification as set forth on the Independent Contractor Addendum.

This Agreement shall be effective as of the date and year first above written and shall remain in effect until _____ (the "Term") unless earlier terminated as provided herein or in the Independent Contractor Addendum.

Either party may terminate this Agreement if the other party breaches any term or condition of this Agreement and fails to cure such breach within five (5) days of receipt of written notice of such breach. In addition, Arcadia may terminate this Agreement without cause upon thirty (30) days prior written notice to Independent Contractor. In the event of a breach by Independent Contractor, all finished or unfinished assignments handled by Independent Contractor shall be entitled to receive just and equitable compensation for any work completed satisfactorily in the sole judgment of Arcadia on such projects. Notwithstanding, Independent Contractor shall not be relieved of liability to Arcadia for damages sustained by Arcadia by virtue of any breach of this Agreement, and Arcadia may withhold any payment due to Independent Contractor for the purpose of setoff until such time as the exact amount of damages due to Arcadia from such breach can be determined.

Any information, data, instruments, documents, studies, or reports given to or prepared or assembled by Independent Contractor under this Agreement shall be kept as strictly confidential and not divulged or made available to any individual or organization without the prior written approval of Arcadia. Independent Contractor agrees to abide by the confidentiality provisions of the Independent Contractor Addendum.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein or in the Independent Contractor Addendum, including but not limited to those related to intellectual property, shall survive the Agreement expiration or termination date unless specifically provided otherwise herein or in the Independent Contractor Addendum, or unless superseded by applicable Federal or State statutes of limitations.

This Agreement must have approval from the Arcadia Office of the General Counsel prior to execution by the parties. Such approval will be evidenced by the "Approved as to Legal Form" stamp on the signature page of the Agreement and signed by an Arcadia attorney. Any amendments or modifications to this Agreement require a separate attorney review and approval.

IN WITNESS THEREOF, the parties have executed this Agreement effective the day and year first written above.

INDEPENDENT CONTRACTOR

ARCADIA UNIVERSITY

BY: _____

BY: _____

(Print Name)

(Print Name)

TITLE: _____

TITLE: _____

Employer Identification Number (EIN) or
Social Security Number (SSN)

**Approved as to Legal Form by the Arcadia University
Office of the General Counsel**

By: _____ Date: _____