

## Independent Contractor Agreement

THIS AGREEMENT, made by and between Grand Valley State University hereinafter referred to as "University" and

\_\_\_\_\_ hereinafter referred to as "Contractor" is executed for the provisions of service pursuant to the terms and conditions set forth below.

### SCOPE OF SERVICES

Contractor shall, within the framework of this Agreement, devote its full and undivided time and perform its professional services with the standard of professional care and skill customarily provided in the performance of such services. Contractor shall avoid conflicts of interest and appearances of impropriety relating to and as determined by GVSU. Services to be performed:

PROJECT TITLE \_\_\_\_\_

- 1.
- 2.
- 3.
- 4.

### SCHEDULE

The service will begin \_\_\_\_\_ and be completed no later than \_\_\_\_\_ except as otherwise agreed to by the University. Time is of the essence in the Agreement. The University and Contractor both reserve the right to completely cancel the contract and the services to be rendered by the Contractor for any reason upon thirty (30) days written notice to the other party. In the event of termination prior to completion of all work described above, the services rendered by the Contractor shall be in full satisfaction of the portions of the total work actually completed up to the time of such termination, and the University shall render payment for all services actually completed prior to the termination.

As an independent contractor, Contractor shall determine its work schedule and shall perform services pursuant to this Agreement when appropriate.

### COST FOR SERVICES

The fee to be paid the Contractor for basic services rendered under this Agreement shall be \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per billed hour. Contractor shall provide a billing statement itemizing the hours billed. Payment will be made on a monthly basis on or near the third business day of the month. The entire contractual amount shall not exceed \$ \_\_\_\_\_.

### INDEPENDENT CONTRACTOR

In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

Contractor shall not be deemed to be an employee of Grand Valley State University for purposes of wages, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, or for any other purpose. As an independent contractor, Contractor, its employees and agents, is solely responsible for worker's compensation, unemployment compensation, taxes, social security, and fringe benefits. Contractor agrees to indemnify Grand Valley State University, its officers, employees, agents and assignees, for all claims, costs, actions, causes of action, losses or expenses (including attorney fees) related thereto, or resulting from the actions, omissions or negligence of the Contractor, its officers, employees and agents pursuant to this Agreement.

It is understood that \_\_\_\_\_ will perform the services under this Agreement on behalf of Contractor. Contractor agrees that it will not subcontract any work under this Agreement nor assign any or all of this Agreement without the prior written approval of the University.



## OTHER PROVISIONS

This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, are hereby merged into this Agreement. No amendment or modification to this paragraph shall be effective unless the same is in writing signed by the party to be charged.

The University shall be considered the sole and exclusive owner throughout the world forever of all rights existing as a result of the Contractor's performance of this Agreement, including all manuscripts, reports, sketches, drafts, notes, maps, memoranda, etc., relating to the work, and all revisions, editions, and versions thereof in all forms, and media now or hereafter known and developed.

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby. This Agreement shall be governed by and construed under the laws of the State of Michigan.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

## TERMS AND CONDITIONS

This contract is limited to the terms and conditions contained on its face and those expressly incorporated by reference. Notwithstanding when provided to Grand Valley State University, any and all additional or different terms or conditions included in independent contractor's acknowledgment, invoice, quote, or any other contractor document ("Additional or Different Terms") will be deemed to be material alterations, or a proposal to add terms to, or change terms of, this contract, and notice of objection to them is hereby given. Any such Additional or Different Terms shall be void. Grand Valley State University hereby unequivocally rejects any and all Additional or Different Terms, unless it expressly accepts such Additional or Different Terms in a writing signed by an authorized representative of Grand Valley State University's procurement office and made a part of this contract.

TERMS AND CONDITIONS visit [www.gvsu.edu/purchasing](http://www.gvsu.edu/purchasing)

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement on \_\_\_\_\_ (date).

### GRAND VALLEY STATE UNIVERSITY

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

### CONTRACTOR

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

Residence \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Non-resident  
Alien Visa  
Type \_\_\_\_\_  
(Please provide copy with this contract)