

Independent Contractor Agreement

**This template may be used only for services that are funded by externally-funded grants or contracts and the use of this template must be coordinated with the Office of Research prior to signing by either party. The agreement will need to be submitted through the university’s online contract portal: http://fiscalservices.kennesaw.edu/contracts/submission.php**

This agreement (“Agreement”) is entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”), and the Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University (“KSU”) for the services specified below.

1. **Services.** Contractor agrees to perform the following services (“Services”):

*[Enter a* ***detailed description of the services*** *to be provided, deliverables, schedule of work, deadline for completion/term of contract. Incorporate and reference contractor’s proposal or quote if applicable].*

The services provided by the Contractor will begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, and will be completed no later than

\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Compensation.** In exchange for Contractor’s performance of the Services, KSU agrees to pay Contractor a total fee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*or:* a total fee not to exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_, at the rate of \_\_\_\_\_\_\_\_\_\_\_\_\_ per hour]. Payment will be made according to the following schedule*: [Payment can be in a lump sum upon project completion, or incrementally per deliverables. Please specify.]* Contractor’s expenses will be paid by Contractor. Payment will be made from grant speedchart number: \_\_\_\_\_. Contractor will be paid within 30 days of receipt of invoice and upon Contractor’s satisfactory completion of and KSU’s receipt of deliverables.
2. **Termination.** Either party may terminate this contract immediately by providing the other party a written notice of termination. Upon termination, Contractor will be paid only for the work actually completed.
3. **Licenses and Certifications:** Contractor certifies that Contractor has all the certifications and licenses required, if any, to perform the Services outlined in this Agreement.
4. **Property Rights.** KSU shall at all times, retain ownership in and the rights to any creative works, transcriptions, research data, reports, designs, recordings, graphical representations, or works of similar nature to be developed and delivered under this Agreement. Contractor agrees that the Works are “works for hire” and assigns all of the Contractor’s right, title, and interest to KSU.
5. **Confidentiality.** Contractor agrees to hold all KSU data and information in strictest confidence and shall refrain from using or disclosing any data and information received from or on behalf of KSU except as permitted or required by the Contract, as required by law, or as otherwise authorized in writing by KSU.Contractor agrees to protect KSU data and information received from or on behalf of KSU according to commercially acceptable standards and no less rigorously than it protects its own confidential information.Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor agrees to return to KSU or, if return is not feasible, destroy all data and information in whatever form or medium that Contractor received from or created on behalf of KSU. This provision shall also apply to all data and information that is in the possession of subcontractors or agents of Contractor. In such case, Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of KSU data and information. Contractor shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement.
6. **Privacy Acts.** If the Contractor has access to student’s education records, Contractor shall limit its employees’ access to the records to those persons for whom access is essential to the performance of this Agreement. At all times during this contract, Contractor shall comply with the terms of Family Educational Rights and Privacy Act of 1974, Health Insurance Portability and Accountability Act, and Gramm-Leach-Bliley Act in all respects.
7. **Indemnification and Hold Harmless.** Contractor agrees to indemnify and hold harmless Board of Regents of the University System of Georgia and Kennesaw State University and their respective directors/trustees, officers, employees, and agents for every expense, liability, or payment by reason of any damage, or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of Contractor or its agents or anyone directly or indirectly employed by Contractor arising in any way from the work called for by this Agreement.
8. **Independent Contractor.** Contractor understands that it is an independent contractor and is not an employee, agent, partner, or joint venturer of or with KSU. Contractor shall not be entitled to participate in any vacation, medical or other fringe benefit or retirement program of KSU and shall not make claim of entitlement to any such employee program or benefit. Contractor shall be solely responsible for the payment of withholding taxes, FICA, State of Georgia, and other such tax deductions on any payments or earnings made, and KSU shall withhold none such payroll tax deduction for any payments due. Contractor agrees to indemnify and reimburse KSU from any claim or assessment by any taxing authority arising from this paragraph. Contractor further agrees to keep confidential any and all information about KSU and its current or former employees, that is not currently in the public domain, which may be disclosed to or learned in carrying out duties and activities under this Agreement.
9. **Non-Performance and Breach of Contract**. If Contractor fails to perform its obligations under this Agreement, KSU will provide a notice to Contractor requesting that the breach or failure be remedied within a period of time specified in the notice. If the breach or failure is not remedied as specified in the notice, this will result in a material breach of the Agreement, and KSU may immediately terminate the Agreement, and Contractor must immediately refund to KSU any deposits or payments on a pro-rated basis for the uncompleted portion of the Services.
10. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Georgia. The parties agree to the exclusive jurisdiction of the courts of Cobb County, Georgia, or the United States District Court for the Northern District of Georgia in Atlanta, Georgia in all questions and controversies arising out of this Agreement.
11. **Mediation.** Prior to the commencement of civil action by either party with respect to any disputes arising out of this Agreement, such party may submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. If mediation is agreed to by both parties, the parties will cooperate with each other in selecting a mediator and in scheduling the mediation proceedings. Venue for mediation shall be Cobb County, Georgia. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its cost.
12. **Entire Agreement, Modification.** This Agreement, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter. Any modification to this Agreement must be made in writing and signed by all parties.

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| The parties hereto have caused their duly authorized representatives to execute this Agreement: | | | | |
| **Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University:** | |  | **Contractor:** | |
| Signature: |  |  | Signature: |  |
| Name: | Donald J. McGarey |  | Name: |  |
| Title: | Interim Vice President for Research |  | Title: |  |
| Date: |  |  | Date: |  |
| Address: | 1000 Chastain Road, MD #0111 |  | Address: |  |
| Kennesaw, GA 30144 |  |  |