

## INDEPENDENT CONTRACTOR AGREEMENT - INDIVIDUAL

This Independent Contractor Agreement (“Agreement”) is entered into by and between ORAL ROBERTS UNIVERSITY, 7777 S. Lewis, Tulsa OK 74171, (“ORU”) and \_\_\_\_\_, an individual whose address is \_\_\_\_\_ (“CONTRACTOR”). In consideration of the mutual covenants of this Agreement, the parties hereby agree as follows:

**1. Scope of Work.** ORU engages CONTRACTOR to furnish the work and perform the services described in the Schedule attached to this Agreement as Exhibit “A” (“Subject Matter”) at times mutually agreed upon by the parties, and CONTRACTOR agrees to furnish the work and perform the services specified in the Schedule. CONTRACTOR shall supply, at CONTRACTOR’S sole expense, all equipment, tools, materials, and/or supplies to accomplish the Subject Matter.

**2. Price and Payment.** ORU agrees to pay CONTRACTOR in accordance with the price and payment terms set forth in Exhibit “A” and CONTRACTOR agrees to accept such amounts as full payment for all the work and services provided pursuant to this Agreement. This agreement is effective from (date) \_\_\_\_\_ to (date) \_\_\_\_\_.

**3. Independent Contractor Relationship.** CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner or joint venturer of ORU. CONTRACTOR has no authority to enter into contracts or agreements on behalf of ORU except as authorized in writing by ORU. ORU shall determine the nature of work to be done by CONTRACTOR, but CONTRACTOR retains sole and absolute discretion and judgment in the methods, techniques and procedures to be used, and CONTRACTOR shall determine the legal means by which the Subject Matter is performed, except as required by law or by ORU’s policies. CONTRACTOR shall conduct his/her business in such a manner so as to maintain the good will and reputation of ORU. This Agreement is for performance by CONTRACTOR, not assignable by CONTRACTOR, and CONTRACTOR represents and warrants that no individual other than CONTRACTOR shall perform any work related to the Subject Matter. Neither CONTRACTOR nor CONTRACTOR’s employees (if any) shall not be entitled to receive any benefits from ORU including workers’ compensation coverage, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security. CONTRACTOR shall complete and execute the Independent Contractor Affidavit and Exempt Status Fact Sheet attached hereto as Exhibit “B.”

**4. Expenses, Employees and Taxes.** CONTRACTOR shall be solely responsible for any expenses incurred in performing the Subject Matter. ORU is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments to CONTRACTOR. CONTRACTOR shall be solely responsible for paying any and all taxes and other expenses of CONTRACTOR arising out of or relating to this Agreement.

**5. Indemnity.** CONTRACTOR agrees to indemnify and hold ORU (and its affiliates, officers, directors, agents, employees and contractors) harmless from any claims, demands, or cause of action resulting from: (1) any expenses incurred in performing the Subject Matter; (2) personal injury, death, and damage to or loss of property, arising out of or occurring

in connection with the performance of Subject Matter which is caused in whole or in part by CONTRACTOR; and (3) any claim by any taxing authority referring or relating to any payments made by ORU to CONTRACTOR pursuant to this Agreement.

**6. Confidentiality.** In connection with the performance of the Subject Matter, ORU may disclose confidential, proprietary, personally identifying or trade secret information ("Information") to CONTRACTOR on a confidential basis. Information may be confidential, proprietary or trade secret under this Agreement either because ORU has developed the Information internally; because ORU has received the Information subject to a continuing obligation to maintain the confidentiality of the Information; because such Information has independent economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means; other persons or entities can obtain economic value from its disclosure or use; or for other reasons. With respect to Information disclosed under this Agreement, CONTRACTOR shall hold the Information in strict confidence, exercising a high degree of care; use the Information only in connection with Subject Matter; and not copy, disclose, publish, use or distribute such Information or knowingly allow anyone else to copy, disclose, publish, use or distribute such Information. The Information is the property of ORU and upon request, CONTRACTOR shall return all Information received in tangible form to ORU and will destroy or erase (to the extent possible) Information that is in an intangible form and will certify to ORU that the Information has been returned, destroyed or erased.

**7. Scope of Agreement.** This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns, except that this Agreement may not be assigned by CONTRACTOR without prior written authorization of ORU. This Agreement may be terminated at any time by either party upon written notice to the other party. The obligations of confidentiality contained in this Agreement shall survive and continue indefinitely with regard to the Information. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to choice of law principles. All actions and proceedings arising out of this Agreement shall be brought in a Court with jurisdiction and venue in Tulsa County, Oklahoma. The parties acknowledge that in the event of an unauthorized disclosure, the damages incurred by ORU may be difficult if not impossible to ascertain, and that ORU may seek injunctive relief as well as monetary damages for breach of this Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

Each party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein.

This Agreement shall be effective as of \_\_\_\_\_, 20\_\_\_.

“ORU”

ORAL ROBERTS UNIVERSITY

By \_\_\_\_\_  
Dr. Debra Sowell, Vice President of Academic Affairs

“CONTRACTOR”

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

EXHIBIT "A"  
SCOPE AND SUBJECT MATTER OF WORK AND COMPENSATION

Pursuant to the Independent contractor Agreement ("Agreement") between \_\_\_\_\_  
("Contractor") and Oral Roberts University ("ORU"), Contractor shall perform the following services:

Initials:

\_\_\_\_\_  
Contractor

Initials:

\_\_\_\_\_  
ORU

**EXHIBIT "B"**  
**AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION ACT**

State of Oklahoma

County of \_\_\_\_\_)

I, \_\_\_\_\_ state under oath as follows:

1. I, \_\_\_\_\_ (Name of individual) operating as \_\_\_\_\_ (independent contractor's business name), have agreed to provide services to ORAL ROBERTS UNIVERSITY (Contractor) during calendar year \_\_\_\_\_.
2. I have read, signed and attached the Exempt Status Fact Sheet and understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Exempt Status, I am requesting \_\_\_\_\_ (Insert contractor's name) to consider my business to be that of an independent contractor; **that I am not an employee under the Workers' Compensation Act** and the policy issued by COMP RISK (Insurance Carrier); and that no premium be charged for the services performed by my business during the policy year.
4. **I am an independent contractor, not an employee of the contractor. I do not want workers' compensation insurance and understand that I am not eligible for Workers' Compensation benefits.**
5. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Workers' Compensation Act.
6. I have read, signed and attached the Exempt Status Fact Sheet describing what is an Independent Contractor and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that the execution of the affidavit shall establish a rebuttable presumption that the executor is not an employee for purposes of the Workers' Compensation Act.
8. I understand that the execution of an affidavit shall not affect the rights or coverage of any employee of the individual executing the affidavit.
9. I understand that knowingly providing false information on an Affidavit of Exempt Status Under the Workers' Compensation Act shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00).

**Independent Contractor (Executor) Signature**

Date: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Business Name: \_\_\_\_\_

## EXEMPT STATUS FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

**Below are statements to help you decide if you are an independent contractor. No one statement is controlling and your status is based on all the facts in your situation. If a statement describes your situation, then initial the box. If at least six of the statements below do not describe your business, you should not sign the attached Affidavit of Exempt Status under the Workers' Compensation Act.**

\_\_\_\_\_ 1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Are you a corporation or limited liability company? Do you maintain commercial general liability insurance or other business insurance?

\_\_\_\_\_ 2. The contractor exercises very little control over your work. For example: By the agreement, can the contractor exercise control on the details of the work or your independence? Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?

\_\_\_\_\_ 3. You are engaged in a distinct occupation or business for others. For example: Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?

\_\_\_\_\_ 4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor. For example: Is your work supervised by the Contractor?

\_\_\_\_\_ 5. Your occupation requires special skills, license, education or training.

\_\_\_\_\_ 6. The contractor does not supply the things needed to perform your job such as the tools and the place of work. For example: Do you supply any of the materials or tools for the work? Do you operate a vehicle owned by the contractor? Was the work performed at your business or the contractor's business location or jobsite? Do you wear a uniform supplied by the contractor?

\_\_\_\_\_ 7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?

\_\_\_\_\_ 8. You are paid as a separate contractor, not as an employee. For example: Do you invoice the Contractor for your services? Are you paid by the job? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor? Does the Contractor pay your expenses?

\_\_\_\_\_ 9. Your work is not the regular business of the employer. For example: Is your work customarily done in the Contractor's line of business or as part of the Contractor's daily work? Have you ever been an employee of the Contractor? Do you work with other people hired by the Contractor on the work you perform?

\_\_\_\_\_ 10. You do not consider yourself an employee of the contractor. For example: Will the Contractor withhold taxes or monies from your payment? Have you ever been an employee of the Contractor? Have you or your employees ever filed an insurance claim against the Contractor?

\_\_\_\_\_ 11. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

**Based upon these factors, do you believe that you are an independent contractor with exempt status?**

Initial:

\_\_\_\_\_  
(WRITE YES OR NO AND INITIAL)

Signature \_\_\_\_\_  
(INDEPENDENT CONTRACTOR/EXECUTOR)