

STOP
READ THIS PAGE BEFORE
COMPLETING THE AGREEMENT FORM

DO NOT USE THIS AGREEMENT FOR SERVICES BEING PROVIDED BY A CURRENT SAINT MARY'S EMPLOYEE, ENROLLED STUDENT, OR VOLUNTEER UNLESS PRE-APPROVAL HAS BEEN OBTAINED THROUGH BOTH THE BUSINESS OFFICE AND THE DEPARTMENT FOR HUMAN RESOURCES.

DO NOT USE THIS AGREEMENT FOR STIPENDS OR IN CONNECTION WITH A STIPEND REQUEST. SEE THE BUSINESS OFFICE FOR INFORMATION REGARDING STIPENDS.

BEFORE COMPLETING THIS AGREEMENT, COMPLETE THE INDEPENDENT CONTRACTOR WORKSHEET (AVAILABLE FROM THE BUSINESS OFFICE WEB PAGE). PROCEED WITH THIS AGREEMENT ONLY IF YOU HAVE DETERMINED THAT THE SERVICE PROVIDER QUALIFIES FOR TREATMENT AS AN INDEPENDENT CONTRACTOR.

**PLEASE INCLUDE THE CERTIFICATE OF INSURANCE
(SEE PARAGRAPH 8 OF THE TERMS AND CONDITIONS)**

PLEASE RETAIN THE SIGNED AND COMPLETED INDEPENDENT CONTRACTOR WORKSHEET WHEN YOU SUBMIT THE AGREEMENT FOR COLLEGE SIGNATURE.

(It is not necessary to print this page.)

**Agreement for
Independent Contractor Services**

Basic Information

This Agreement is being made on this ___ day of _____, 200__ (“Effective Date”), between the following parties:

| |
|--|
| “Saint Mary’s” |
| Saint Mary’s College of California, Department/ Office/ Program: _____ |
| (Include the Department, Office or Program seeking the services) |
| Contact Person: _____ |
| Contact Address: _____ |

| |
|--|
| “Contractor” |
| Business name or person: _____ |
| Type of Business: _____ |
| (e.g., sole proprietor, LLC, LLP, Corp., etc.) |
| Contact Person: _____ |
| Contact Address: _____ |

Length of Contract (“Term”)

Contractor will start Services on: _____ (mm/dd/yyyy)

Services or finished product to be delivered by: _____ (mm/dd/yyyy)

Services and Fees

1.0: Description of Service

Contractor shall provide the following services, materials, products, and/or reports (collectively, “Services”):

(If additional space is needed, attach and label as Exhibit A.) (If Saint Mary’s has agreed to a change in the stated insurance requirements, indicate here.)

2.0 Fees and Expenses

2.1: Fee Amount: _____ (\$_____).
This fee is inclusive of all fees and expenses resulting from Contractor's Services unless otherwise specified. Checks shall be made payable to: _____.

2.2: Saint Mary's agrees to pay for the Services as follows:

(e.g., Contractor shall submit monthly invoices, Saint Mary's shall pay the total upon completion, etc.) (Similar to 1.0 above, if additional space is needed, attach and label Exhibit A, or include on Exhibit A if already attached.) Exhibit A is hereby incorporated fully into this Agreement by this reference.

The Services provided pursuant to this Agreement are subject to the General Terms and Conditions found on page 3. By signing below, Contractor agrees that it has read the General Terms and Conditions and agrees to comply fully therewith in the provision of the Services.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the dates indicated below and made this Agreement effective as the Effective Date.

Saint Mary's College of California

Contractor

Peter A. Michell
Vice President for Finance

Print Name: _____

Title: _____

Date: _____

Date: _____

General Terms and Conditions

1. Contractor shall invoice Saint Mary's for all Services provided under this Agreement in a manner consistent with the information provided regarding invoicing in section 2.2 above. In the absence of specific information from Contractor, Saint Mary's will expect an invoice upon completion or submission of any final report, product or task. Any invoice not sufficiently describing the Services being billed, in Saint Mary's sole discretion, shall be returned to Contractor with a request for additional information prior to payment.

2. Contractor agrees to provide and to perform the Services consistent with the standard of professional care and responsibility that a high quality contractor in the San Francisco Bay Area in Contractor's field of work would ordinarily exercise in performing the same or similar services as Contractor under this Agreement.

3. Contractor understands and agrees that Contractor is an independent contractor and is solely responsible for payment of income, social security, and other taxes that may be due to the proper taxing authorities as a result of any fees or reimbursement received under this Agreement, and that Saint Mary's will not deduct taxes from any such payments to Contractor hereunder.

4. It is expressly understood that Contractor is an independent contractor and not the agent, partner, or employee of Saint Mary's. Contractor and any volunteers or employees that Contractor retains or hires in connection with the Services are not employees of Saint Mary's and are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall not have the authority to enter into any contract or agreement to bind Saint Mary's and shall not represent to anyone that Contractor has such authority. Contractor represents and warrants that in performing the Services, Contractor will not be in breach of any agreement with a third party.

5. Contractor agrees to keep confidential and not to disclose to third parties any information provided by Saint Mary's pursuant to this Agreement unless Contractor has received prior written consent of Saint Mary's to make such disclosure. This obligation of confidentiality does not extend to any information that a) was in the possession of Contractor at the time of disclosure by Saint Mary's directly or indirectly; b) is or shall become, through no fault of Contractor, available to the general public; or c) is independently developed and hereafter supplied to Contractor by a third party without restriction. This provision shall survive expiration and termination of this Agreement.

6. Contractor agrees that any documentation or other copyrightable work, including but not limited to work in electronic format, developed by Contractor solely, or with others, resulting from the performance of the Services pursuant to this Agreement are the property of Saint Mary's as Works Made for Hire as defined in 17 U.S.C. § 101, et. seq. Accordingly, Saint Mary's shall be considered the sole and exclusive owner of all rights existing therein. To the extent that Contractor might be deemed to hold any such rights in the work, Contractor hereby assigns all rights, including but not limited to copyrights, to Saint Mary's. This provision shall survive expiration and termination of this Agreement. Any modifications or changes to this term must be in writing, signed by the parties and attached to this Agreement.

7. Saint Mary's reserves the right to, for any reason, suspend indefinitely or terminate the contract and the Services to be rendered by Contractor upon five (5) business days' written notice. In the event of termination prior to completion of all Services described in Section 1.0, the amount of the total fee to be paid Contractor shall be determined by Saint Mary's on the basis of the Services actually completed and reasonable authorized expenses incurred up to the date of the notice of such termination.

⁷ Nonresident Contractors performing services within California that do not provide a California Form 590 Withholding Exemption Certificate may have a percentage of the fees under this contract withheld by Saint Mary's in compliance with California Revenue and Tax Code §18662. Contact the Saint Mary's College of California Business Office for more information if necessary.

8. Contractor shall continuously maintain, for all dates and times referenced herein, one million dollars personal or commercial general liability insurance coverage, or insurance in an appropriate amount as may be specifically agreed upon between Contractor and Saint Mary's and included on page one in the "Description of Services" section of this Agreement when said amount is less than the amount indicated herein. This insurance must cover, at the least, all Contractor's activities and services that arise out of or relate to the services being provided by Contractor. **CONTRACTOR SHALL PROVIDE SAINT MARY'S WITH A CERTIFICATE OF INSURANCE NAMING "SAINT MARY'S COLLEGE OF CALIFORNIA" AS AN ADDITIONAL INSURED.** This insurance provision is separate and independent from all other obligations contained in this Agreement. Insurance held or obtained under this paragraph shall be the sole responsibility of Contractor and will not be reimbursed by Saint Mary's.

9. Contractor agrees that any personal injury to Consultant or third parties or any property damage incurred in the course of Contractor's performance of the Services shall be the responsibility of Contractor. Contractor agrees to indemnify Saint Mary's, its trustees, regents, officers, employees, agents, and students from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Contractor's performance of the Services, except to the extent such are caused by the sole fault or sole negligence of Saint Mary's.

10. This Agreement (and its attachments or exhibits, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by Contractor and Saint Mary's. Any attachment or exhibit containing terms other than a description of the actual services and/or description of the fee arrangement, as contemplated by section 1 and 2, will be of no effect unless each such additional term is expressly accepted in writing by the individual signing this Agreement for Saint Mary's. In no event will any term in any exhibit or attachment that is contradictory to or different from a term of this Agreement have any effect unless the additional term makes express reference to the fact that it is in lieu of the original Agreement term and has thereafter been expressly accepted in writing by Saint Mary's. Furthermore, hand written or typed changes added to the face of this Agreement in an attempt to alter the preprinted general terms and conditions shall be of no effect unless specifically acknowledged, in writing, by the individual signing this Agreement on behalf of Saint Mary's.

11. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

12. This Agreement shall be governed by and construed under the laws of the State of California, with the Superior Court of Contra Costa County to be the forum of any lawsuits arising from or incident to this Agreement.

13. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

14. The delay or 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.

15. Contractor may not assign the rights or obligations under this Agreement without Saint Mary's prior written consent.

16. Contractor must have a current W9 on file with Saint Mary's or provide one along with this Agreement in order to be paid. Any payments of any fee or other expenses will be made consistent with the information provided on the Form W9.