

INDEPENDENT CONTRACTOR/CONSULTANT SERVICE AGREEMENT

This agreement is between the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, Governing Southern Illinois University Edwardsville and its Department/School/College of _____, hereinafter called “University”, and _____, hereinafter called “Contractor/Consultant.”

WHEREAS, University has accepted a proposal by Contractor/Consultant for the performance of certain Services; and

WHEREAS, University desires to enter into a contract with Contractor/Consultant for the performance of these Services; and

WHEREAS, the parties hereto desire to reduce the terms of this Agreement to writing;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, the sufficiency of which is hereby acknowledged by the parties, the parties hereby mutually agree to be bound to as follows.

1. Description of Services: Contractor/Consultant shall provide the following Services during the term of this Agreement as described in the Statement of Work, attached as Appendix A, which is incorporated into and made a part of this Agreement upon the terms and conditions contained herein. The parties may add additional services by executing a supplemental Statement of Work in a form similar to the Appendix A, which shall be made a part hereof upon execution. Contractor/Consultant agrees to perform the Services in accordance with the instructions, specifications, drawings and information detailed in Appendix A, in a careful and efficient manner, and shall use competent and trained personnel, proper equipment, safe procedures and conditions at all times in the conduct of performance. The name(s) of each individual to perform Service are as follows:

2. Place of Performance: Contractor/Consultant shall perform Services under this Agreement at (circle locale) Edwardsville, Alton, East St. Louis. If work is to be performed off campus, state location: _____.

3. Term of Agreement: The term of performance of this Agreement shall commence on _____, 202__, and shall expire on _____, 202__. Agreements for services beyond June 30, 202__, and payable from the new fiscal year shall not valid, enforceable, or payable until sufficient funds are appropriated to the University by the State Legislature for the new fiscal year.

4. **Fee and Payment:** In consideration of performance of this agreement, Contractor/Consultant shall receive: (circle one) (a) a lump sum fee of \$ _____ inclusive of all expenses; (b) a lump sum fee of \$ _____ plus estimated expenses, not to exceed \$ _____ for the period; (c) a fee of \$ _____ per day up to a maximum of \$ _____ for the period, which is inclusive of all expenses incurred; or (d) a fee of \$ _____ per day up to a maximum of \$ _____ and estimated expenses not to exceed \$ _____ for the period; or (e) a special fee and payment schedule as follows:

5. **Subcontracting of Services:** The Services provided for herein shall be performed by Contractor/Consultant and shall not be assigned except with the prior written consent of University. In the event Contractor/Consultant requires the services of other Contractors/Consultants, an amendment to this Agreement stating the name(s), social security number(s), address(es), and anticipated amount(s) to be paid to said additional Contractor/Consultant(s) shall be required. This provision shall not apply to secretarial and clerical services needed by Contractor/Consultant to assist in the performance of this Agreement. Contractor/Consultant shall not hire University employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services.

6. **Conflict of Interest:** Contractor/Consultant affirms that to the best of his or her knowledge, there exists no actual or potential conflict between Contractor/Consultant's family, business, or financial interests and his or her services under this Agreement. Contractor/Consultant further affirms that he or she is not an SIUE officer or employee or the spouse thereof. Contractor/Consultant further affirms that he or she does not hold elective office in this State, does not hold a seat in the General Assembly, and is not appointed to or employed by any of the offices of State government or any other State entity or is the spouse of any such person.

7. **Contractor/Consultant as Independent Contractor/Consultant:** Contractor/Consultant and University acknowledge and agreement that they are independent Contractors/Consultants and nothing set forth in this Agreement shall be deemed or construed to render the parties as joint-venturers, partners or employer and employee. Each party shall be and remain an independent Contractor/Consultant with respect to all rights obtained and services performed under this Agreement.

8. Liability: Contractor/Consultant agrees to defend, indemnify and hold harmless University, its trustees, officers, directors, employees and agents from and against any and all obligations or liabilities, losses, damages, injuries, objections, demands, recoveries, deficiencies, costs and expenses whatsoever (including reasonable attorneys' fees and court costs), joint or several, including but not limited to any and all third party claims, arising out of or which may arise out of the acts or omissions of Contractor/Consultant, its officers, employees, agents, sub-Contractors, with respect to Contractor/Consultant's performance under this Agreement. Further, Contractor/Consultant shall promptly provide written notice to University describing in detail the particulars of any claim, lawsuit, or action received by Contractor/Consultant that arises out of Contractor/Consultant's performance of obligations under this Agreement. Contractor/Consultant shall provide such written notice within three (3) days of Contractor/Consultant's receipt of any claim, lawsuit, or action. Further, Contractor/Consultant agrees to compensate University fully for the full value of any damage to the University property (including, but not limited to, all equipment and fixtures contained therein) that occurs during performance under this Agreement, except for normal wear and tear and any damage directly attributable solely to the actions of the University or its agents. University shall not be responsible for any of Contractor/Consultant's property remaining on University property during or after performance under this Agreement and Contractor/Consultant hereby agrees to pay University for the reasonable cost of disposal of such property after expiration of this Agreement.

9. Insurance: Contractor/Consultant shall procure and maintain during the term of this Contract insurance coverage as listed below. The insurance companies providing coverage must have a B+:VI or better rating in the current edition of Best's Key Rating Guide. Contractor/Consultant shall maintain such insurance for the duration of the contract. If a policy required under this section is written on a claims-made basis and that policy is replaced or renewed, any retroactive date must coincide with, or precede commencement of services by Contractor/Consultant or sub-Contractor/Consultant under this Contract. A claims-made policy that is replaced or not renewed must have an extended reporting period of not less than two (2) years.

A.	Worker's Compensation and Occupational Diseases Employer's Liability	Illinois Statutory Limits \$500,000 per occurrence
B.	Commercial General Liability General Aggregate	\$1,000,000 per occurrence \$3,000,000
C.	Commercial Auto Liability (including owned, hired and non-owned endorsement) Combined Single Limit	\$1,000,000 per occurrence
	or	
	Bodily Injury Property Damage	\$1,000,000 per occurrence \$ 500,000 per occurrence
D.	Professional Liability General Aggregate	\$1,000,000 per occurrence \$3,000,000

Umbrella liability insurance may be used to meet the general liability coverage limit requirements.

Sub-Contractors must comply with the same insurance coverage requirements as Contractor/Consultant. Sub-Contractor shall submit the required Certificate of Insurance through the Contractor/Consultant.

The Board of Trustees of Southern Illinois University shall be named as additional insured for general liability coverage. The following wording shall appear on any Certificate of Insurance provided: "The Board of Trustees of Southern Illinois University is an additional insured for any liability arising from the activities of the Contractor/Consultant and/or sub-contractors performing work on behalf of the Contractor/Consultant." Contractor/Consultant shall furnish all original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this contract no less than three business days prior to the event. The receipt of any certificate does not constitute an agreement by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from the vendor shall not be deemed a waiver by the University.

10. Taxes: Contractor/Consultant shall be responsible for all taxes, if any, associated with its performance under this Agreement. If Contractor/Consultant is not a resident of Illinois and the services will be performed in the State of Illinois, the University will comply with Section 1405.2 of the Illinois Income Tax Act which requires that any one single payment or accumulated payments in excess of \$1,000.00 paid during a calendar year be reported to the Illinois Department of Revenue. (35 ILCS 5/1405.2)

11. Compliance in Laws: Contractor/Consultant shall observe, abide by, and comply with all applicable federal, State, county and municipal laws, rules, and ordinances, including but not limited to worker's compensation laws, during its performance of this Agreement.

Contractor and its affiliates shall comply with all United States laws and regulations controlling the export of licensed commodities and technical data. (For the purpose of this paragraph, "licensed commodities" means any article, material or supply but does not include information; and "technical data" means tangible or intangible technical information that is subject to US export regulations, including blueprints, plans, diagrams, models, formulae, tables, engineering designs and specifications, manuals and instructions.) These laws and regulations may include, but are not limited to, the Export Administration Regulations (15 CFR 730-774), the International Traffic in Arms Regulations (22 CFR 120-130) and the various economic sanctions regulations administered by the US Department of the Treasury (31 CFR 500-600). Prior to providing SIU with any items subject to export control laws, Contractor will notify SIU and identify the items at issue and the applicable export control laws. If the items are subject to the Export Administration Regulations ("EAR"), Contractor will either furnish to SIU the applicable

Export Control Classification Numbers or indicate that EAR 99 applies. If the items are subject to the International Traffic in Arms Regulations (“ITAR”), Contractor will notify SIU of the relevant ITAR categories and subcategories. SIU may decline to accept any export-controlled items. Contractor hereby gives written assurance that it will comply with, and will cause its affiliates to comply with all United States export control laws and regulations, that it bears sole responsibility for any violation of such laws and regulations by itself or its affiliates, and that it will indemnify, defend and hold SIU harmless for the consequences of any such violation.

12. Data: Title to all deliverable items (including all notes, designs, drawings, memoranda, reports, computer programs/input and output, and other technical data) furnished by Contractor/Consultant shall become the exclusive property of the University. The University shall have the right to use such data for any purpose without additional compensation to Contractor/Consultant or any third party. For any data delivered to the University that is not first produced under this agreement, Contractor/Consultant certifies that it has acquired the necessary rights/licenses for the University to use said data at its discretion. Any copyrightable material developed by Contractor/Consultant shall be considered work for hire and shall entitle the University to be the copyright owner under 17 U.S.C. Sec. 201.

13. Patents: Whenever any invention or discovery is made or conceived by Contractor/Consultant in the course of performance under this agreement, Contractor/Consultant shall furnish the University with complete information thereon; and the University shall have the sole right to determine whether and where a patent application shall be filed and the disposition of the title to and right under any patent application or patent that may result.

14. Breach and Cancellation Clause: If Contractor/Consultant breaches its duty under this Agreement, the University may terminate this agreement without further liability to either party.

15. Warranty: All Services shall be performed in a good and professional manner.

16. Nondiscrimination. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, age, disability or veteran's status in the performance of Services under this Agreement.

17. Notices: All notices to the parties shall be mailed to the addresses designated in this agreement.

18. Conflicting Terms: To the extent that the terms of this agreement conflict with any attachments, the terms of this agreement are controlling.

Vice Chancellor of Department Date

Director of Grants (if applicable) Date

CONTRACTOR/CONSULTANT

Authorized Representative Date

Address:

City State Zip

Email Address

Phone Number

Fax Number

Illinois Resident? Yes No
See Attached W-9

Appendix A

STATEMENT OF WORK