

**CENTRAL MICHIGAN UNIVERSITY
INDEPENDENT CONTRACTOR CONTRACT**

I.C.Questionnaire#: (per HR, this is not required for Program Review External Consultants)

WHEREAS, Central Michigan University ("CMU"), a constitutional body corporate, intends to contract with:

(Independent contractor ("IC"), for the performance of certain tasks:

WHEREAS, IC's principal place of business is located at the following address:

Street:

City:

State: Zip:

WHEREAS, Central Michigan University's principal place of business is located at Mt.Pleasant,Michigan 48859.

WHEREAS, IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the business and the tasks to be performed under this agreement and IC acknowledges his/her responsibility for payment of income and self-employment (social security) tax as required by law;

THEREFORE, IN CONSIDERATION OF THE FOREGOING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES TO BE PERFORMED - CMU engages IC to perform the following tasks or services (attach additional sheet if necessary):

_____ **will serve as a consultant to CMU to review the current quality of the _____ program in accordance with CMU's Program Review process. A self study and other written material will be sent two weeks in advance of a visit to the campus, which will occur on _____. The reviewer will submit within two weeks of the visit, a written evaluation of the program including an evaluation of the quality and opportunities for improvement.**

2. TERMS OF PAYMENT - CMU shall pay IC, upon receipt of the written report and invoice:

_____ **will be paid an honorarium of \$____ and also be reimbursed for actual reasonable expenses incurred for travel to and from _____.**

3. INSTRUMENTATIONS - IC shall supply all equipment, tools, materials, supplies and additional personnel to accomplish the designated tasks except as follows (attach additional sheet if necessary):

4. REIMBURSEMENT OF EXPENSES - CMU will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

5. CONTROL - IC retains the sole and exclusive right to control or direct the manner or means by which the work (described in clause #1) is to be performed. CMU retains only the right to control the ends to insure it conforms with that specified in this agreement.
6. PAYROLL OR EMPLOYMENT TAXES. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to an IC who is U.S Citizen with a valid tax payer identification number. The payroll or employment taxes that are subject to this paragraph include but are not limited to FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
7. FRINGE BENEFITS. Because IC is engaged in IC's own independently established business, IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of CMU.
8. INSURANCE - No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by CMU on account of IC or IC's employees. IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to IC and IC's employees.
9. INDEMNIFICATION - IC agrees to indemnify and hold the University and its employees or agents harmless from any and all suits, claims, damages, costs and expenses of every kind and nature which may or might be asserted against the University and its employees or agents by another or others resulting directly or indirectly from the acts or omissions by the IC.
10. NONDISCLOSURE OF INFORMATION: During the term of this Agreement and for a period of ten(10) years after the termination of this Agreement, IC will keep confidential all CMU information designated as "confidential", "proprietary" or some similar designation and all information acquired from third parties by CMU under obligations of confidence and will not reveal or divulge the same to third parties, or use or publish it in any manner, without prior written approval from CMU.
11. COPYRIGHT, PATENT OWNERSHIP: All rights of copyright, patent, or any other intellectual property in any work which was created solely by IC or jointly with IC and CMU or by other ICs, during the performance of Services or related thereto, will belong solely to CMU, either by operation of the "work for hire" doctrine(to the extent applicable) or by assignment of all rights from IC to CMU at any time, upon request of CMU and without further compensation from CMU.

12. TERMINATION - This agreement shall end on _____ and may not be terminated earlier (except for cause) without 30 days prior written notice from one party to the other.

13. NO AUTHORITY TO BIND CLIENT - IC has no authority to enter into contracts or agreements on behalf of CMU.

14. AMENDMENTS - This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

15. GOVERNING LAW - This agreement shall be governed by and construed pursuant to the laws of the State of Michigan.

16. ENTIRE AGREEMENT - This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

Central Michigan University

Independent Contractor

Are you a U.S. citizen or permanent resident of the U.S.?

If no, what visa/work authorization do you currently have? (Please attach a copy)

By:

First Name:

First Name:

Last Name:

Last Name:

Title:

Title:

Social Security or Federal employer Identification #:

Signature: _____

Signature: _____

Date: _____

Date : _____