

COLUMBUS STATE UNIVERSITY FOUNDATION**(INDEPENDENT CONTRACTOR AGREEMENT)**

This Agreement, by and between COLUMBUS STATE UNIVERSITY FOUNDATION ("FOUNDATION"), a cooperative organization of COLUMBUS STATE UNIVERSITY (UNIVERSITY) and _____ ("CONTRACTOR"), is entered into and becomes effective on the date it is fully executed by all parties, together with all riders and addenda attached hereto, and provides, as follows:

Primary Terms and Conditions**1. SERVICES PERFORMED:**

Contractor agrees to perform for FOUNDATION the following services:

2. PAYMENT:

FOUNDATION will pay Contractor for Services no less than thirty (30) days following completion of all Services and in accordance with the following payment terms:

3. TERM:

This Agreement is for a specific terms, as follows:

Mandatory Terms and Conditions

(these conditions cannot be changed or amended without approval of OGC)

1. **STATE LAWS:** The validity, construction, and effect of this Contract shall be governed by the laws of the State of Georgia.
2. **INDEPENDENT CONTRACTOR:** CONTRACTOR and his/her representatives are independent contractors and are not employees of FOUNDATION.
3. **LIMITATION OF TERMS:** The Contract and Addendum contains the complete understanding of the parties and cannot be amended, supplemented, modified or rescinded except by a writing signed by all parties to the Contract.
4. **FORCE MAJEURE:** The parties' obligation to perform the Contract shall be excused, and the Contract shall be deemed rescinded, if CONTRACTOR's engagement is rendered impossible or infeasible as a result of illness, death or injury to CONTRACTOR; accident; fire; riot or other manifestation of civil disorder; an act, rule or regulation of any public authority or court; an act of God; or any other event beyond the reasonable control of either party which would preclude the performance.
5. **INABILITY TO PERFORM:** If CONTRACTOR arrives prior to the scheduled performance under the

influence of intoxicating beverages, narcotics or drugs, and, as a result thereof, in the opinion of FOUNDATION, CONTRACTOR cannot render said performance within the reasonable expectations of FOUNDATION, then such condition shall be a breach of this Contract by CONTRACTOR.

6. **DEPOSITS:** Unless otherwise specified in the Agreement, FOUNDATION will not make any advance payments or deposits prior to the completion of services contracted for herein.
7. **JURISDICTION AND VENUE:** In the event that any litigation or other legal proceedings shall arise under or in connection with this Contract, such litigation or other legal proceeding shall be conducted in the state courts located within Muscogee County, Georgia. Furthermore, CONTRACTOR consents to jurisdiction and venue in the state courts in Muscogee County, Georgia, and hereby waives any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
8. **DELAY OF PERFORMANCE:** FOUNDATION reserves the right to prorate and/or adjust the cost of the services contracted for herein, or to terminate this Contract if the commencement of CONTRACTOR's engagement is unduly delayed due to the fault of CONTRACTOR and/or any of their agents and/or representatives.
9. **STATEMENT OF NON-DISCRIMINATION:** The parties mutually agree that in the performance of the Contract they will not discriminate or permit discrimination against any person or group of persons on the basis of gender, disability, race, color, religion, national origin, or in any other manner prohibited by the laws of the United States or the State of Georgia, the policies of UNIVERSITY.
10. **INSURANCE:** CONTRACTOR agrees that it and its subcontractors will maintain commercial liability insurance against any liability, damage, claim or arising out of or in connection with its performance the contract, with limits of not less than \$1,000,000 for all damages arising out of bodily injuries or death and a limit of not less than \$1,000,000 for all damages to or destruction of property in any one incident.
11. **INDEMNIFICATION:** CONTRACTOR agrees to release, hold harmless, and indemnify FOUNDATION, THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF COLUMBUS STATE UNIVERSITY, their officers, employees, agents, representatives and assigns from any and all claims, demands, actions, damages, liability, costs and expenses of any kind arising out of the subject matter of the Contract to the extent such lawsuits, claims, demands, actions, damages, liability, costs and expenses arise as a direct result of the CONTRACTOR'S negligent acts, omission or breach of this Contract.
12. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:** It is understood and agreed that nothing contained in the Contract or any related contract shall require FOUNDATION or UNIVERSITY to violate any of its policies or any laws of the United States or the State of Georgia.
13. **OTHER ACTIVITIES:** It is understood and agreed that CONTRACTOR will obtain FOUNDATION's approval prior to participating in any presentations, activities or meetings with organizations or groups other than those described herein during the time period covered by the Contract.
14. **NON-ASSIGNABILITY:** No party shall transfer any interest in the Contract, whether by assignment or delegation, without the written consent of the other party.
15. **SEVERABILITY:** The invalidity, in whole or in part, of any provision of the Contract does not affect the validity of the remainder of the Contract.

COLUMBUS STATE UNIVERSITY FOUNDATION

CONTRACTOR

By: _____
Signature

By: _____
Signature

Dr. Rocky Kettering

Print Name

Executive Director, CSU Foundation

Title

Date: _____

Date: _____

INSTRUCTIONS FOR COMPLETING CONTRACT

1. Be sure to identify the CONTRACTOR in the opening paragraph.
2. **In the first highlighted section describing the CONTRACTOR's duties, please include the following information:**
 - a. Clearly state what service the CONTRACTOR will be providing (e.g., presenting, speaking, panel discussion, lecture, seminar, etc.)
 - b. If necessary, describe the period of time the CONTRACTOR will be expected to provide his/her services (e.g., one (1) hour presentation, two (2) day training session, between 9:00 – a.m. – 5:00 p.m.)
3. **In the second highlighted section describing Foundation's payment terms, please include the following information:**
 - a. Clearly state the compensation, if any, Foundation has agreed to pay CONTRACTOR.
 - b. Identify any additional conditions or items that CONTRACTOR will be provided by Foundation to CONTRACTOR (e.g., hotel accommodations, meals, travel)
 - c. If CONTRACTOR is getting reimbursement, note in the contract that receipts must be submitted for all expenses sought to be reimbursed. Also, it is highly recommended to include a specific monetary limit on the amount to be reimbursed for meals, lodging, and airfare. Payment for meals, accommodations and travel **MUST** comply with, and may be limited by, applicable Foundation rules and policies.
4. **Requirements embedded into the contract that obligate the Foundation to perform services that come under the jurisdiction of University Support Services, (i.e., such as equipment, lighting, staging, assembling, etc) must be approved by Steve Morse, University Support Services.**
5. Only the individuals below are authorized to sign contracts binding upon and on behalf of the university. Choose the individual responsible for your department. Contracts not signed by one of these individuals are null and void.

Dr. Chris Markwood
Dr. Deborah Bordelon
Mr. Ed Helton
Dr. Tom Helton

Dr. Rocky Kettering
Dr. Ed Helton
Mr. Todd Reeser
Dr. Gina Sheeks