

Independent Contractor Agreement for an Individual

This Agreement, dated _____ is between The Board of Regents of the University System of Georgia by and on behalf of Columbus State University (CSU) and _____ (Contractor).

In consideration of the mutual covenants and promises set forth in this Agreement, and for good and other valuable consideration, the receipt, adequacy, and sufficiency of which the parties acknowledge, CSU and Contractor agree as follows:

1. Services

Contractor agrees to perform for CSU the services set forth in Exhibit A (Services), which is attached to and incorporated into this Agreement.

2. Payment

CSU will pay Contractor for Services within 30 days following completion of all Services and in accordance with the Payment Terms contained in Exhibit A.

3. Term

The term of this agreement is set forth in Exhibit A.

4. Independent Contractor

- a. Contractor is an independent contractor and not an employee of CSU, the University System of Georgia, or the State of Georgia.
- b. Contractor is solely responsible for all federal and state unemployment taxes, FICA, income, and any other applicable taxes. CSU will not withhold any amount that would normally be withheld from an employee's pay and neither Contractor nor any employee of Contractor shall participate in any benefits of any sort, which CSU offers to its employees.
- c. Contractor agrees not to represent himself or herself as CSU's agent for any purpose to any party or to allow any employee of Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.
- d. Services will be performed by Contractor, and CSU is not required to hire, supervise, or pay any assistants, to help the Contractor. Contractor affirms that CSU will not be required to furnish or provide any training to Contractor or to any employees of Contractor to enable Contractor to perform the Services. CSU is not required to provide Contractor with office space.
- e. Contractor will provide Services in accordance with all applicable laws, rules, ordinances and regulations, and Contractor will obtain all permits required to comply with such laws and regulations

5. Insurance

- a. Contractor is required to carry liability insurance in amounts, form, and by a carrier satisfactory to CSU. Contractor is required to provide CSU with proof of insurance prior to commencement of Services.
- b. If applicable, Contractor will provide proof of Worker's Compensation Insurance prior to commencement of Services.

6. Indemnification

- a. The Contractor agrees to indemnify and hold harmless CSU, the Board of Regents of the University System of Georgia, and the State of Georgia (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - i. Any breach of the Agreement;

- ii. Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor used or employed by the Contractor;
 - iii. Any failure of Services to comply with applicable specifications, warranties, and certifications under the Agreement;
 - iv. The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Agreement;
 - v. Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - vi. The Contractor's performance or attempted performance of the Agreement, including any employee, agent or subcontractor used or employed by the Contractor;
 - vii. Any failure by the Contractor to comply with applicable laws, rules, regulations, ordinances, or professional standards;
 - viii. Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - ix. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - x. Any failure by the Contractor to adhere to the confidentiality provisions of the Agreement.
- b. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL CSU BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF FORESEEABLE.

7. Proprietary Information.

- a. Contractor acknowledges that in order to perform the Services called for in this Agreement, it may be necessary for CSU to disclose to Contractor certain Proprietary Information developed by CSU. Contractor further acknowledges that the Services, including any deliverables, may of necessity incorporate such Proprietary Information.
- b. Contractor agrees that it shall not disclose, transfer, use, copy, or allow access to any such Proprietary Information to any employees or to any third parties excepting those who have a need to know such Proprietary Information in order to allow Contractor to perform the Services, and who have executed a nondisclosure agreement consistent with the provisions hereof.

8. Confidential Information

- a. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by CSU to the extent necessary to carry out the Contractor's responsibilities under the Agreement. The Contractor shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by CSU.
- b. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of CSU, either during the period of the Agreement or thereafter. Any data supplied to or created by the Contractor shall be considered the property of CSU. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the request of CSU.
- c. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify CSU and cooperate with CSU in any lawful effort to protect the confidential information.
- d. The Contractor shall immediately report to CSU any unauthorized disclosure of confidential information.

e. The Contractor's confidentiality obligation under shall survive termination of the Agreement.

9. Additional Terms

- a. Contractor understands and agrees that CSU will suffer irreparable harm if Contractor should breach its obligations under this Agreement. Accordingly, CSU will be entitled to injunctive relief and other applicable equitable remedies for breach of this Agreement by Contractor, in addition to CSU's remedies at law.
- b. There will be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, age, or disability.
- c. This Agreement is governed by the laws of the State of Georgia without regard to any choice of law or conflicts of law provisions. The parties consent to submit to the exclusive jurisdiction of the federal and state courts of Fulton County, State of Georgia for any actions, suits or proceedings related to this Agreement.
- d. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue without being impaired or invalidated.
- e. This Agreement sets forth the entire understanding and Agreement of the parties and supersedes all prior Agreements, proposals, negotiations, letters of intent or other communications, whether written or oral. Any changes must be in writing and signed by both parties.
- f. This Agreement is not assignable by either party without the prior written consent of the other party.
- g. This Agreement does not create a joint venture, partnership, employment, or agency relationship between the parties.

CSU and Contractor hereby execute this agreement through their duly authorized representatives:

**For Board of Regents of the University System of Georgia
by and on behalf of Columbus State University**

Signature: _____

Date: _____

Name: _____

Title: _____

For Contractor:

Signature: _____

Date: _____

Name: _____

Title: _____

**EXHIBIT A
STATEMENT OF WORK**

Term: Contractor will commence Services on _____ and be completed by _____.

Services:

Payment Terms: