

INFORMATION ONLY**WASHTENAW COMMUNITY COLLEGE
CONSULTANT/INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is entered into this _____ day of _____, 20_____, by and between Washtenaw Community College, Ann Arbor, Michigan (hereinafter "College"), and _____ (hereinafter "Contractor").

Description of Service to be provided: _____

(Parties may describe services to be provided in a **Schedule A – Statement of Work**, which is attached to and made part of this Agreement.)

Responsible College Administrator: _____

College Area/Office: _____ FOAPAL: _____

Service period begins: _____ Service period ends: _____

Procedure for the measurement of completion for this service shall be _____

Total compensation is not to exceed \$ _____. Payment(s) to be made _____

and will be made payable to _____.

Final payment is contingent upon satisfactory completion of the services as determined by the responsible College Administrator.

Terms of Agreement:

1. Contractor represents and agrees that Contractor offers and provides similar services to the general public or to entities and institutions other than the College. There is no continuing employment relationship with the College, and Contractor has no expectation of any further employment beyond the services specified herein.
2. Independent Contractor. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is nor has been the agent, employee or servant of the other, and each is responsible only for its own conduct. The relationship of the Consultant to College is and shall continue to be that of an independent contractor, and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Contract or its performance. No relationship, other than that of

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independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Consultant hereby agrees to hold College harmless for any such claims by it or its associates, and any cost or expense related thereto.

3. Contractor agrees that the College has no obligation to withhold federal or state income taxes, and that Contractor is solely responsible and liable for payment of any such taxes.
4. Unless otherwise modified by contract, Contractor shall have full control and supervision of the design, detail, manner, and method of performance of the services specified herein. Unless specified herein, Contractor shall have the further right to set, in consultation with the College, the hours of work when the services are performed, and shall furnish all materials to be used in connection with the services.
5. Contractor agrees that, in the performance of the above services for the College, Contractor will abide by all applicable state and federal laws and regulations. Contractor agrees that Contractor will not discriminate on the basis of race, color, ethnicity, gender, religion, height, weight, age, or disability. Contractor agrees to provide reasonable accommodation to qualified persons with disabilities when requested.
6. Conflict of Interest. Contractor affirms that to the best of its knowledge, there exists no actual or potential conflict between the business or financial interest of Contractor, its employees and their families and Contractor's services under this Agreement, and in the event of change in either such interests or services under this Agreement, Contractor shall promptly inform the College regarding possible conflict of interest which may arise as a result of such change.
7. Indemnification. Contractor shall indemnify, defend and hold harmless the College, its agents, officers and employees from and against any and all claims, actions, causes of action, demands, liabilities, losses, damages, costs and expenses, including but not limited to attorneys' fees and interest, which any of them at any time sustain or incur by reason of any act or omission to act of Contractor, its agents, officers or employees, or otherwise arising out of or in connection with Contractor's performance under this Agreement.

College shall indemnify, defend and hold harmless the Contractor, its agents, officers and employees from and against any and all claims, actions, causes of action, demands, liabilities, losses, damages, costs and expenses, including but not limited to attorneys' fees and interest, which any of them at any time sustain or incur by reason of any act or omission to act of College, its agents, officers or employees, or otherwise arising out of or in connection with College's performance under this Agreement.

8. Patents and Copyrights

(a) In the event any invention or discovery is made by Consultant in connection with the Contract, Consultant agrees to assign all rights, title and interest in said invention or discovery to College, and Consultant shall furnish College with complete information with

respect thereto and College shall have the sole power to determine whether and where a patent application shall be filed and the disposition of title and all rights under any application or patent that may result. Consultant will, at College's expense, execute all documents and do all things necessary or proper with respect to such patent applications.

(b) Whenever any copyright is secured in connection with the publication of the results of research financed by the Contract, title and all rights to such copyright will vest in College and Consultant agrees to assign to College all right, title and interests in any copyrightable materials developed pursuant to this Contract.

(c) If this Contract is funded under a Government Prime Contract or Grant which provides a different disposition for Items A and B above, the government contract or grant will govern.

9. Amendments and Waivers. No change or modification of any part of this Agreement, including any change or modification to this paragraph, shall be valid unless it is in writing and signed by both College and Contractor. No waiver of any provision of the Agreement shall be valid unless it is in writing and signed by the party making the waiver.
10. Agreement Not Assignable. This Agreement shall not be assigned or assignable, nor shall it be delegated by either party without the prior express written consent of the other party.
11. Governing Law. This Agreement is a Michigan contract and shall be governed by the laws of the State of Michigan.
12. Severability. The invalidity or unenforceability of any particular provision of the Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements either oral or in writing between the parties with respect to this subject matter. Furthermore, all policy statements, manuals or documents issued by College shall be interpreted in a manner consistent with the terms of this Agreement or, if such statements, manuals, or documents are inconsistent with this Agreement, the terms of this Agreement shall control.

IN ACCEPTANCE OF THIS AGREEMENT AS STIPULATED ABOVE.

CONTRACTOR:

WASHTENAW COMMUNITY COLLEGE:

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Signature

William L. Johnson
Vice President & Chief Financial Officer

Print Name and Title

All contracts in excess of \$500 require review
by Dean / Director or Divisional VP

Date

Dean / Director Initials

Banner ID Number / EIN Number

Phone

Address