



services needed by Independent Contractor to assist in the performance of this Agreement. Independent Contractor will not hire University's employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services, except with the prior written approval of the University.

#### **ARTICLE 2 – Term of Agreement**

The term of this Agreement shall be from \_\_\_\_\_ until \_\_\_\_\_ unless terminated as provided herein, or extended by supplement to this Agreement. This Agreement may be terminated by either party upon ten (10) days prior written notice to the other party. In the event of termination, Independent Contractor shall be paid on a per diem basis for services performed under this Agreement up to the date of termination.

#### **ARTICLE 3 – Reports**

The Independent Contractor will furnish the Required Reports specified in Article 1(b) above in such form and number as may be required by the University. In addition, within \_\_\_\_\_ days of termination, Independent Contractor shall furnish University a final report in sufficient detail to indicate the work accomplished and services provided under this Agreement. The final report shall include a certification by the Independent Contractor that he/she has made complete disclosure of all discoveries and inventions (if any) pursuant to Article 10 of this Agreement.

#### **ARTICLE 4 – Basis of Payment**

The Independent Contractor shall receive compensation of \$ \_\_\_\_\_ per day up to a maximum of \$ \_\_\_\_\_ for the period of this Agreement as compensation for all work and services performed. This fee is to include all secretarial, clerical, and similar incidental services. Total reimbursement for travel expenses (in addition to the maximum for services as stated above) shall not exceed \$ \_\_\_\_\_.

#### **ARTICLE 5 – Payment**

To receive payment, the Independent Contractor should submit an invoice to the University for work and services performed and travel expenses. Payments will be made no more frequently than monthly. Any travel expense reimbursement requires appropriate receipts and documentation. The University may withhold final payment until all deliverable items specified in Article 1, the final report specified in Article 3, and disclosures of inventions specified in Article 11 have been submitted in a form satisfactory to the University.

#### **ARTICLE 6 – Assignment**

The Independent Contractor may not assign or transfer this Agreement or any interest or claim in this Agreement without the prior written consent of the University.

#### **ARTICLE 7 – Rights in Data**

- A. "Subject Data" as used herein means any copyrightable works (whether or not the copyright is registered) which are specified in Article 1 to be delivered under this Agreement.
- B. University's Rights in Data First Produced Under This Agreement.  
In consideration for the payment described in Articles 4 and 5, Independent Contractor agrees to assign all right, title and interest in Subject Data first produced under this Agreement, including copyright, to the University. Independent Contractor understands the University shall have the exclusive right to use Subject Data for any purpose, including but not limited to use, reproduction, distribution, sale, licensing and sublicensing of the Subject Data and the development of derivative works based in whole or in part on the Subject Data, without further compensation to Independent Contractor.
- C. Independent Contractor's Warranty of Originality.  
Independent Contractor warrants that the Subject Data will be an original work by the Independent Contractor and, to the best of Independent Contractor's knowledge, will not infringe upon the rights of third parties. For any data delivered to the University that is **not** first produced under this Agreement, the Independent Contractor certifies that he/she will acquire the necessary rights/licenses for the University to copy and use said data at its discretion without expense by the University.
- D. Restrictions on Independent Contractor's Use of Data.  
All original data and records of this work first produced by Independent Contractor under this Agreement shall be the property of the University. Permission to use such information for other purposes may be sought by the Independent Contractor from the University, through the department/unit head.
- E. Restrictive Markings.  
The Independent Contractor shall not put any restrictive markings upon any Subject Data unless otherwise specified in this Agreement.
- F. Administrative Confidential Information.  
The Independent Contractor shall not publish or otherwise disclose, except to the University and except matters of public record, any information or data obtained under this Agreement from private individuals, organizations, or public agencies, in a publication whereby the information furnished by any particular person or establishment can be identified, except with the prior written consent of such person or establishment.

#### **ARTICLE 8 – Non-Liability**

In no event shall the University be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in data furnished by Independent Contractor under this Agreement.

#### **ARTICLE 9 – Acknowledgement of Sponsorship**

The Independent Contractor agrees that, in any publication, acknowledgement shall be made of the sponsorship by the University. Normally this is done by a footnote reading, "This work was performed under the sponsorship of Bradley University" or words to this effect. The Independent Contractor agrees not to use the name of the University (except in an acknowledgement of sponsorship of this work) in advertising or for any other commercial purpose without the prior written approval of the University.

#### **ARTICLE 10 – Rights in Inventions**

All inventions or discoveries first conceived or reduced to practice under this Agreement shall belong to the University. The Independent Contractor agrees to promptly and fully disclose to the University each invention or discovery conceived or reduced to practice under this Agreement. The University shall have the sole right to determine the disposition of University-owned inventions. The Independent Contractor agrees to execute an assignment and related documents necessary to further the patenting and development of an invention and to cooperate with the University in such activities.

#### **ARTICLE 11 – Independent Contractor as an Independent Contractor**

The Independent Contractor shall have sole control over the manner and means of providing the work and services performed under this Agreement. The University's relationship to the Independent Contractor under this Agreement shall be that of Independent Contractor. Independent Contractor will not be considered an agent or employee of the University for any purpose.

#### **ARTICLE 12 – Compliance With Laws**

The Independent Contractor agrees to comply with all laws, statutes, regulations, rulings, or enactments of any governmental authority. The Independent Contractor shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.

#### **ARTICLE 13 – Governing Laws**

This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.

#### **ARTICLE 14 – Examination of Records**

The Independent Contractor agrees that the University or their duly authorized representative(s) shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Independent Contractor involving transactions related to this Agreement until the expiration of five (5) years after final payment under this Agreement.

#### **ARTICLE 15 – Covenant Against Contingent Fees**

The Independent Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the University shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

#### **ARTICLE 16 - Conflict of Interest**

The Independent Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and his/her services under this Agreement; and, in the event of change in either his/her private interests or services under this Agreement, the Independent Contractor will raise with the University any question regarding possible conflict of interest which may arise as a result of such change.

#### **ARTICLE 17 – General Conditions**

The following additional provisions are incorporated herein and made a part of this Agreement by this reference. **(If no additional provisions are to be incorporated, write the word "none" in the space provided):**

**Approval and Effective Date**



- b. If any non-Federal funds have been paid or will be paid by the Independent Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with **this** Federal contract, grant, loan, or cooperative agreement, the Independent Contractor shall check here  and complete and submit Federal Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. I shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify accordingly.
- 6. The Drug Free Workplace Act (PA86-1459) requires, in part, that contractors with 25 or more employees take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance programs, of prohibited activities and of sanctions that will be imposed for violation; and that individuals with contracts not engage in the manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. These requirements apply to State contracts of \$5,000 or more. By acceptance of this Agreement, the Independent Contractor certifies that she/he is in compliance with the Act as of the effective date of this Agreement.
  - 7. I certify that neither I nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
  - 8. I certify and understand that the University reserves the right to reclassify an individual's status as an employee. The University may withhold taxes if it is determined, based on IRS guidelines, that I shall be reclassified in fact a University employee.