

Delta College
Independent Contractor Agreement

THIS AGREEMENT is made effective as of _____, by and between Delta College, University Center, Michigan (“Delta”) and _____ (“Independent Contractor”).

The parties mutually agree as follows:

1. **Scope of Work.** Independent Contractor shall perform the Work described in the Scope of Work identified in the attached Addendum, dated ___ and incorporated in this Agreement by this reference. Any subsequent Addenda are also incorporated herein. The Work shall be performed and paid for according to the schedule, expected results and price as mutually agreed therein. Delta reserves the right to make changes in the Scope of Work, in which event a mutually agreed amendment or change order, which may be in the form of a new Addendum, will be signed by authorized representatives of the parties.
2. **Payment.** Independent Contractor shall submit invoices to Delta as specified in the Addendum, in such detail as Delta may reasonably require. Delta shall pay the amount due upon receipt of invoice. Independent Contractor shall not exceed authorized costs without first obtaining Delta’s written agreement.
3. **Independent contractor.** Independent Contractor shall perform the Work as an independent contractor. Independent Contractor shall have sole responsibility and authority to hire, assign, evaluate, and terminate any personnel assigned by it to perform the Work. Independent Contractor shall use its best efforts to achieve the results specified in the Scope of Work. Independent Contractor shall provide for its personnel the resources required to achieve the results specified in the Scope of Work, including without limitation space, office equipment, special equipment, training, and travel reimbursement. Special expenses when required and approved by Delta may be billed to Delta by Independent Contractor. In the event the parties mutually agree that any portion of the Work shall be performed on Delta’s site or with the use of Delta’s resources, the price of the Work shall be adjusted accordingly.
4. **Assignments and Subcontracts.** Independent Contractor may not subcontract or assign any portion of the Work without prior written consent of Delta.
5. **Records and Audit.** Independent Contractor shall maintain a method of cost accounting in accordance with generally accepted accounting principles and practices. Delta or its authorized representative or agents shall have the right to examine the accounting records and other documents pertaining to Work under this Agreement during normal business hours. Independent contractor shall retain such records for a period of not less than three years from the effective date of this Agreement and any subsequent modification of this Agreement.
6. **Intellectual Property.** All drawings, writings, inventions, or any other materials produced by Independent Contractor in the course of performing Work under this Agreement, shall be the property of Delta and shall be provided to Delta prior to termination of the Work. Independent Contractor agrees that it and its employees, agents, successors or assigns will execute any document or agreement necessary to effect these property rights without delay or cost to Delta.
7. **Non-Competition.** Independent Contractor shall not provide services to the Delta customer(s) whose work you are retained in this Agreement and any related Addendum(s) for a period of ___ in the geographic region of _____ following expiration or termination of this agreement.
8. **Proprietary Information.** Proprietary Information shall include all confidential information disclosed to Independent Contractor by Delta or its students or customers, whether directly or indirectly, and all proprietary information concerning Delta or its students or customers which is disclosed or developed in connection with or during the course of Work hereunder, except: (a) information which at the time of disclosure is in the public domain, (b) information which is already in the possession of the receiving party prior to disclosure, or (c) information which enters the public domain after disclosure except by wrongful means or by breach of this Agreement. Independent Contractor will not disclose Proprietary Information to any third party, and will use it only on Delta’s behalf or as Delta may otherwise authorize in writing.
9. **Permits, Laws and Regulations.** Independent Contractor shall obtain and pay for all necessary permits and shall comply with all applicable laws and regulations in qualifying for and performing work including, without limitation, the Fair Labor Standards Act and Executive Order No. 11246 (Equal Employment Opportunity).
10. **Termination.** Delta reserves the right to terminate this Agreement at any time upon thirty

days' written notice to Independent Contractor.

11. Warranty. Independent contractor warrants that the services provided hereunder shall conform to the highest standards of care and practice appropriate to the nature of the services rendered, that its personnel performing said service shall be qualified and competent to perform the services assigned to them, and that the performance, recommendations and advice of such personnel shall reflect their best professional knowledge and judgment.

12. Indemnification. Independent Contractor shall defend, hold harmless, and indemnify Delta (the College, its trustees, officers, agents, employees, students and volunteers) for any claims for injuries or damages to persons or property or both, arising directly or indirectly out of or incident to the Work. This includes without limitation claims arising out of Independent contractor's negligence, Independent Contractor's and Delta's joint negligence, or any other person's negligence. But Independent Contractor will not indemnify Delta for claims arising out of Delta's sole negligence. If any claim covered by Independent Contractor's indemnity is brought against Delta, Independent Contractor will defend the claim at Independent Contractor's expense. Independent Contractor will also pay any costs, attorney fees, or judgments that Delta incurs or is subject to in the claim.

13. Insurance. Each party shall maintain in effect at all times during the term of this Agreement, with insurers licensed to do business in the State of Michigan, and shall upon request furnish satisfactory evidence to the other party of the following insurance coverage:

(A) Commercial General Liability Insurance on an "occurrence" basis with limits of liability not less than

\$1,000,000 per occurrence and/or aggregate combined single limit, for personal injury, bodily injury and property damage liability.

(B) Workers' Compensation Insurance including Employers Liability coverage, in accordance with all applicable statutes of the State of Michigan and all other states where Delta or Independent Contractor transact business.

(C) Additional insured: the commercial general liability coverage described above shall include an endorsement naming as additional insureds, as appropriate, either Independent Contractor, or Delta (the College, its elected and appointed officials, employees, agents, students and volunteers).

(D) Cancellation Notice: commercial general liability and workers compensation insurance as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non renewal, reduction and/or material change shall be sent to Delta College" (substituting "Independent Contractor" for "Delta College" in the Delta insurance agreements).

(E) Motor vehicle liability insurance in the minimum amount of \$500,000 combined single limit. Obtaining the liability insurance required by this Agreement will not limit or release Independent Contractor's indemnity liability.

14. No third Party Beneficiary. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than Independent Contractor or Delta. Without limiting the generality of the foregoing, no rights are intended to be created for any student, employee or customer of Independent Contractor or Delta.

15. Waiver. No failure of a party to enforce a term or condition of this Agreement shall be deemed a waiver of this Agreement, in whole or in part, unless otherwise expressly agreed in a writing signed by authorized representatives of the parties.

16. No Joint Venture. Neither this Agreement nor any act of a party pursuant to this Agreement shall be construed to create any partnership, joint venture, or agency relationship between the parties, nor shall either party hold itself out to be vested with any power or right to bind the other party contractually or to act on behalf of the other party.

17. Force Majeure. Neither party shall be deemed in default under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative, or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's control.

18. Governing Law. This Agreement shall be deemed to be a service contract and shall be construed in accordance with and governed by the laws of the State of Michigan, exclusive of its choice of law rules.

19. Headings. The headings in this Agreement are for convenience of reference only and are not to

be used to interpret the terms of the document.

20. **Severability.** Should any portion of this Agreement be found invalid by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect.

21. **Survival.** The provisions necessary to effect the agreement of the parties herein, including without limitation Paragraph 5, Records and Audit; Paragraph 6, Indemnification shall survive expiration or termination of this Agreement

22. **Entire Agreement.** This Agreement and any attachments hereto constitute the entire agreement between the parties regarding its subject matter and supersede any prior agreements or understandings. No amendments, changes or modifications shall be valid unless in writing and signed by authorized representatives of both parties.

This Agreement is made effective as of _____ by the signatures of the authorized representatives below. The independent contractor agrees to these terms and conditions.

DELTA COLLEGE

INDEPENDENT CONTRACTOR NAME
AND TAX IDENTIFICATION NUMBER

(Signature of Authorized Representative)

(Signature of Authorized Representative)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

(Business & Finance Representative)

(Taxpayer Identification Number)