

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into on this ____ day of _____ between CSU Fullerton Auxiliary Services Corporation (“CSUF ASC”), and _____ (“CONTRACTOR”).

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **TERMS OF AGREEMENT.** This Agreement covers services rendered from _____ until _____.

2. **SERVICES TO BE PROVIDED.** The services to be performed by CONTRACTOR consist of the following: Please attach a written scope of work.

3. CONTRACTOR will determine the method, details and means of performing the above-described services, including the determination of the need for and hiring of assistants at the CONTRACTOR’s own expense. CSUF ASC may not control, direct or otherwise supervise CONTRACTOR’s assistants or employees in the performance of those services.

4. **COMPENSATION.** Payment will **not** be made in advance of services performed. CONTRACTOR will be compensated as follows:

4.1 **Amount:** _____ dollars (\$_____).

4.2 **Invoicing & Timing of Payment:** Payment will be made according to the following terms: _____

4.3 **Invoice Requirements:** All invoices submitted for payment must include the following:

- Purchase order number
- Legal name of Independent Contractor
- Remit to address
- Payment terms
- Amount billed
- Period of performance
- Description of service performed

4.4 **Tax Withholding:** Payment to Non-California Resident or Nonresident Alien CONTRACTOR performing services in California may be reduced by any required

State Tax Withholding (7% for individuals) or Federal Tax Withholding (up to 30%), or both.

4.5 This agreement is to be appropriate to ASC project number _____.

4.6 **Tools & Instruments:** CONTRACTOR will supply all tools, equipment and supplies required to perform the services under this Agreement.

5. **INSURANCE REQUIREMENTS.** CONTRACTOR must maintain and provide proof to CSUF ASC of the following insurance.

5.1 **Insurance Requirements:** For the duration of this Agreement, CONTRACTOR must maintain Workers' Compensation Insurance, Automobile Insurance and General Liability Insurance and provide proof.

CONTRACTOR agrees to maintain a policy of insurance in the minimum amount of _____ dollars (\$_____) to cover any negligent acts committed by CONTRACTOR or CONTRACTOR's employees or agents during the performance of any duties under this Agreement. CONTRACTOR further agrees to hold CSUF ASC free and harmless from any and all claims arising from any such negligent act or omission.

5.2 **Certificate of Insurance:** Required YES NO
The State of California, the Trustees of the California State University, California State University Fullerton and CSU Fullerton Auxiliary Services Corporation and their employees, officers, directors, volunteers and agents shall be named as an additional insured.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR is considered an independent contractor and not an employee of the CSU system or its Auxiliary. CONTRACTOR is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of CSUF ASC. CSUF ASC will not pay or withhold federal, state, or local income tax or other payroll tax of any kind on behalf of CONTRACTOR. CONTRACTOR is not entitled to any of the fringe benefits of employment, including but not limited to medical benefits, dental benefits, life insurance, worker's compensation, disability insurance, liability insurance or unemployment compensation. CONTRACTOR further understands that annual information returns as required by the IRS will be filed by CSUF ASC.

7. **CONFIDENTIALITY.** All nonpublic data and information submitted or made available to CONTRACTOR by CSUF ASC, and other work developed by CONTRACTOR under this Agreement, must be utilized by CONTRACTOR in connection with this Agreement only and must not be made available to any other sources.

8. **DISCLOSURE OF DOCUMENTS.** CONTRACTOR must not disclose any of CSUF ASC's properly marked confidential documents without written authorization, unless disclosure is required by law.

9. **OWNERSHIP OF WORK PRODUCT.** All documents or other information developed

as part of this Agreement or received by CONTRACTOR become the property of CSUF ASC, and must be made available to CSUF ASC upon demand or termination of this Agreement.

10. **ADVERTISEMENT.** CONTRACTOR may not use the name CSUF ASC or any variation thereof for advertising or publicity purposes without first obtaining the written consent of CSUF ASC.

11. **LIMITATIONS UPON SUBCONTRACTING & ASSIGNMENT.** CONTRACTOR must not contract with any other entity to perform the services required without written approval by CSUF ASC. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CSUF ASC.

12. **CONTRACTOR'S PERSONNEL.** Employees of CONTRACTOR must carry out the performance of the services. CONTRACTOR must at its own expense, provide all personnel necessary to perform the services. CONTRACTOR warrants that all personnel engaged in the services are qualified to perform the services and must be properly licensed and otherwise authorized to do so under all applicable laws.

13. **INDEMNIFICATION.** CONTRACTOR must release, defend, indemnify and hold harmless CSU Fullerton Auxiliary Services Corporation, California State University Fullerton, State of California, the Trustees of the California State University, and the State of California and its employees, officers, directors, volunteers and agents from all suits, actions or claims of any character, name or description including reasonable attorney fees, brought on account of any injuries or damage, or loss, whether real or alleged, received or sustained by them or any person, persons or property, arising out of or related to services provided under this Agreement or CONTRACTOR'S failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage or proprietary rights. Additionally, CONTRACTOR indemnifies CSUF ASC and holds it harmless against any fines, damages, assessments or attorney fees in the event a court or administrative agency finds that CONTRACTOR is an employee of CSUF ASC. This hold harmless agreement must apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

14. **MODIFICATION.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by both CSUF ASC and CONTRACTOR.

15. **INTERPRETATION.** This Agreement must be interpreted as though prepared by both parties.

16. **PRESERVATION OF AGREEMENT.** Should any provision of this Agreement be found invalid or unenforceable, the decision will only affect the provision interpreted, and all remaining provisions will remain enforceable.

17. **TERMINATION OF AGREEMENT.** CSUF ASC may terminate this Agreement at any time without cause, upon 30 days written notice to CONTRACTOR. CONTRACTOR may retain amounts, if any, paid by CSUF ASC under this Agreement prior to termination, but explicitly waives any right to additional amounts of any kind.

18. **CANCELLATION.** Either party may cancel the Workshop/Event without liability to the other party upon occurrence of any event or circumstance beyond the control of either party, including Acts of God, declared war in United States, COVID shutdowns, government regulations, disaster, strikes or civil disturbances, to the extent that such event makes it illegal or impossible for CSUF ASC to provide workshops services. Either party that wishes to cancel the workshop/event pursuant to this section must provide written notice to the other party identifying the event or circumstance for such cancellation as soon as practicable. After cancellation notice, no refunds or payment for services and expenses will be allowed

19. **CALIFORNIA LAW.** This Agreement must be construed in accordance with the laws of the State of California. Any action commenced about this Agreement must be filed in the northern branch of the Orange County Superior Court.

20. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

21. **CONTRACTOR** certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation this transaction by any federal department of agency.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year shown below.

CONTRACTOR

Name: Date

PROJECT AUTHORIZED SIGNER

VP or DEAN Level Approval

Name: Date

VP/Dean: Date

CSU Fullerton Auxiliary Services Corporation

Charles D. Kissel Date
Executive Director