

INDEPENDENT CONTRACTOR AGREEMENT
School of Cinematic Arts
DePaul University

This Independent Contractor Agreement (the "Agreement") is made between _____ ("Vendor") and DePaul University, an Illinois not-for-profit corporation ("DePaul") this _____ day of _____, 20__ ("Effective Date").

- 1) **Deliverables.** Vendor will provide the following services to DePaul:

(hereinafter the "Services").
- 2) **Term.** The term of this Agreement shall begin on _____, 20__ (the "Commencement Date") and shall end on _____, 20__.
- 3) **Pricing & Payment.** DePaul shall pay Vendor \$_____ Services. Vendor shall be required to invoice DePaul for this amount. DePaul's payment terms are net 30 from the invoice date. Except as otherwise expressly provided in this Agreement, all expenses incurred by the parties shall be the sole responsibility of the party who incurred the expense.
- 4) **Independent Contractor.** It is expressly understood that Vendor is an independent contractor and not the agent, partner, joint venturer, or employee of DePaul. Vendor shall not have the authority to enter into any contract or agreement to bind DePaul and shall not represent to anyone that you have such authority. All of Vendor's employees and/or independent contractors (hereinafter referred to as "Vendor's Staff") assigned to work on DePaul projects shall remain at all times during the Agreement independent contractors and/or employees of Vendor and not of DePaul. Vendor agrees that it is solely responsible for paying the wages of Vendor's Staff and for paying any income, social security, and other employment taxes due to the proper taxing authorities, and that DePaul will not deduct such taxes from any payments to Vendor hereunder. Vendor, and if applicable, Vendor's Staff, shall have no claim against DePaul hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind, statutory or otherwise. Vendor represents and warrants that it is in compliance with all federal, state and local laws and regulations relating to Vendor's Staff and agrees that it will be responsible for making all decisions with respect to all human resource matters for Vendor's Staff. Vendor agrees to comply with all applicable state and federal laws and regulations governing employment authorization and screening, including but not limited to completing and maintaining Employment Eligibility Verification Form I-9 for all of Vendor's Staff who will provide services to DePaul pursuant to this Agreement. Vendor represents and warrants that it is not knowingly employing any workers who are not authorized to work in the United States to service this Agreement. DePaul shall be authorized to terminate the Agreement immediately if Vendor employs workers who are not authorized to work in the United States in connection with the Agreement. Vendor agrees to defend and indemnify DePaul for any liability arising out of claims that Vendor's employees are not authorized to work in the United States.
- 5) **Indemnification.** To the greatest extent permitted by law, Vendor will defend, indemnify and hold DePaul and DePaul's trustees, directors, officers, faculty, employees, and agents, past or present (together, the "DePaul Parties"), harmless from and against all claims, causes of action, fees, liabilities, damages, expenses (including reasonable attorney's fees) and costs (together, "Claims") brought against or incurred by the DePaul Parties relating to or arising from this Agreement, including, without limitation, Claims arising from or relating to the following: (i) personal injury, death or property damage caused by the negligent or willful acts or omissions of Vendor or its employees, agents or subcontractors; (ii) any misrepresentation or breach of warranty by Vendor or its employees, agents or subcontractors of any representation or warranty in this agreement; and (iii) any breach by Vendor or its employees, agents or

subcontractors of any covenant in this agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described herein.

- 6) **Insurance.** Vendor represents and warrants that it has in place and will maintain throughout the term of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services provided. This insurance shall include, but not necessarily be limited to, commercial general liability and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. DePaul University, its officers, directors, trustees, employees, and agents shall be included as an additional insured under the above-named policies. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to DePaul.

- 7) **Compliance.** Vendor agrees at all times to abide by all applicable local ordinances and codes, and all applicable state and federal statutes and regulations. Vendor agrees to provide all United States tax documentation and other informational requests that may be reasonably made by DePaul, including but not limited to DePaul’s Vendor Information Form and Internal Revenue Service Forms W-9 or Form W-8, necessary to fulfill its reporting and withholding obligations.

- 8) **Termination.** DePaul may terminate this Agreement for any reason with thirty (30) business days' advance written notice. If Vendor breaches a material obligation under this Agreement, and such breach is not cured within ten (10) business days after Vendor's receipt of written notice of the breach, DePaul may immediately terminate the Agreement. In the event of termination prior to completion of all work described in Exhibit A, DePaul shall pay any undisputed outstanding amounts owed based on work completed and billed at the time of such notice of termination.

- 9) **Miscellaneous.** This Agreement shall be governed in all respects by the substantive laws of the State of Illinois, and any state or federal court within Cook County, Illinois shall have exclusive jurisdiction of any action or proceeding relating to or arising under or in connection with this Agreement. This Agreement embodies the entire understanding between and among the parties, and may not be amended or changed in any way except by written instrument signed by both parties. If there is any conflict between the provisions of this Agreement and any other agreement, invoice or other document, the provisions of this Agreement shall control. If any portion of this Agreement is held to be illegal, invalid or unenforceable, it is the express intention of the parties that the remainder of this Agreement shall not be affected thereby. This Agreement may not be assigned without the written consent of the non-assigning party. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.

FOR DEPAUL UNIVERSITY:

FOR VENDOR:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

** This Agreement relates to coursework for the course listed below. To the extent that Owner has any questions or concerns prior to signing this Agreement, Owner should contact the course instructor.

Course: _____
Instructor: _____
Office Phone: _____ Email: _____