

## Independent Contractor Agreement

THIS AGREEMENT IS HEREBY MADE between Thomas Jefferson University, acting through Department Head \_\_\_\_\_ and the INDEPENDENT CONTRACTOR named below for the provision of certain services, as further described herein below on the following terms and conditions:

### 1 INDEPENDENT CONTRACTOR "IC".

Independent Contractor (hereafter "IC") is identified as follows:

Name: \_\_\_\_\_

Business Name (if different): \_\_\_\_\_

Type Entity:     Sole Proprietorship     Partnership     Corporation

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Social Security or Federal E.I.N: \_\_\_\_\_

Business Privilege License Number: \_\_\_\_\_

### 2 JOB TO BE PERFORMED.

TJU desires that IC perform, and IC agrees to perform, by no later than (date) \_\_\_\_\_ the following specific job: (describe in detail)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3 TERMS OF PAYMENT.

TJU shall pay IC \$ \_\_\_\_\_ for the services described above with payment to be made as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 4 TERM OF AGREEMENT.

This agreement shall terminate upon completion by IC of job described in paragraph 2 hereof but in no event later than one year from the date of execution of this agreement. It may be terminated upon \_\_\_\_\_ days notice by either party.

**5 REIMBURSEMENT OF EXPENSES.**

TJU shall not be liable to IC for any expenses paid or incurred by IC unless TJU gives prior written approval.

**6 EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES.**

IC shall supply, at IC's sole expense, all equipment, tools, materials, and/or supplies to accomplish the job agreed to be performed.

**7 FEDERAL, STATE, AND LOCAL TAXES.**

IC hereby acknowledges that he/she/it is responsible for payment of all appropriate federal, state, and local taxes. IC is not and shall not be treated as an employee with respect to the services performed hereunder for federal, state or local tax purposes.

**8 NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES.**

IC understands that IC is solely responsible for payment of IC's income and other applicable taxes. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law. TJU acknowledges it will send Form 1099 to IC and forward same to federal, state, and local tax jurisdictions.

**9 FRINGE BENEFITS.**

Because IC is engaged in IC's own independently established business, IC is not eligible for, and shall not participate in, any employee person, health, or other fringe benefit plan of TJU.

**10 TJU NOT RESPONSIBLE FOR WORKERS' COMPENSATION.**

No workers' compensation insurance shall be obtained by TJU on behalf of IC or the employees of IC. IC has supplied a certificate of workers' compensation insurance attached hereto (if applicable) and, if any work is performed by a subcontractor to IC. IC shall supply subcontractor's workers' compensation certificate of insurance.

**11 SERVICE TO OTHERS.**

TJU understands and agrees that IC may offer his/her services to others.

**12 NON-WAIVER.**

The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**13 NO AUTHORITY TO BIND CLIENT.**

IC has no authority to entire into contracts or agreements on behalf of TJU. This agreement does not create a partnership, joint venture or any other legal relationship between the parties.

**14 DECLARATION BY INDEPENDENT CONTRACTOR.**

The parties hereto are, and shall be, constructed as having an independent contractor relationship in regard to each other. IC is solely responsible for obtaining any licenses and/or permits required by federal, state and city laws and regulations, including but not limited to Business Privilege License, professional licenses, and/or building permits, as well as obtaining all appropriate insurance policies. Upon request by TJU, IC shall make available certificates of insurance for all such policies.

**15 HOW NOTICES SHALL BE GIVEN.**

Any notice given in connection with this agreement shall be given in writing and shall be delivered to the other party, either by hand or by first class mail, at the party's address as stated herein. Any party may change its address, as stated herein, by giving notice of the change in accordance with this paragraph.

**16 CHOICE OF LAW.**

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the Commonwealth of Pennsylvania.

**17 ENTIRE AGREEMENT/AMENDMENTS.**

This is the entire agreement of the parties. This agreement may be supplemented, amended or revised only in a writing executed by both parties.

**18 SEVERABILITY.**

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

**19 INDEMNIFICATION.**

IC hereby indemnifies, hold harmless and releases TJU, its officers, agents and employees from and against all actions, claims and damages, losses or injuries arising from the acts or omissions or provision of goods and/or services by IC or its subcontractors arising from the terms of this agreement.

**20 ACCESS TO RECORDS.**

The parties hereto understand that if this agreement is for the furnishing of services at a cost of \$10,000 or more over a 12-month period it shall be subject to Section 952 of the Omnibus Budget Reconciliation Act of 1980 and its corresponding regulations.

X

Client-Department Head

Date

X

Independent Contractor  
Thomas Jefferson University

Independent Contractor Agreement

Date