

WMU AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

Western Michigan University ("WMU") desires to utilize the services of Independent Contractor ("IC"), for the performance of certain tasks and IC desires to perform these services for WMU. In consideration of and reliance on the following, as well as information contained in the contractor/consultant questionnaire, the parties agree as follows (attach Exhibit A as needed):

1. (a) IC warrants and represents that IC is engaged in an independent business, is fully qualified and has all required licenses and/or certifications to perform the services described, **has adequate insurance coverages for the services to be performed**, and has complied and will continue to comply with all federal, state and local laws regarding business permits, licenses, taxes, and governmental obligations of any kind that may be required to carry out the business and the tasks to be performed and regarding the payments received by IC under this contract. (b) I/C certifies that I/C is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. (Federal executive order 12549 and FAR 521.209-5)

2. IC shall perform the following tasks or services for WMU as described below (i.e. what, when, where?) or in Exhibit A:

3. WMU shall pay IC, upon receipt of invoice, according to the terms and conditions as described below or in Exhibit A:

4. IC shall supply all equipment, tools, materials, supplies, and personnel to accomplish the designated tasks except as described below or in Exhibit A:

5. WMU will not be liable to IC for any of IC's expenses unless otherwise agreed in writing in Exhibit A.

6. IC retains the right to control the manner by which the services (described above) are to be performed. IC expressly understands and agrees that neither IC, nor any employee or agent of IC, in the performance of IC's services required under this agreement, shall be treated or otherwise considered to be an employee(s) of WMU for taxes, worker's compensation, unemployment compensation, insurance, fringe benefits, or any other purpose, except as otherwise required by law. No payroll, employment, or other taxes of any kind shall be withheld or paid by WMU with respect to payments to IC, unless as otherwise required by law. IC understands and agrees that IC is totally responsible for, and shall comply with all laws regarding the timely reporting and payment of all income and other taxes and other governmental liabilities resulting from the performance of IC's services.

7. The term of this agreement shall end on

8. IC has no authority to enter into any contract(s), promise(s), or agreement(s) on behalf of WMU.

9. This agreement shall be governed by and construed pursuant to the laws of Michigan.

10. To the fullest extent permitted by law, IC shall be liable for, and fully indemnify, and hold WMU, its Board, president, officers, and employees harmless from and against all claims, demands, actions and liability arising out of, resulting from, or attributable to IC, IC's employees, agents' or subcontractors' performance or nonperformance of any services or work covered by this agreement, and/or for any breach or warranty.

11. This document and Exhibit A (if applicable), constitute the entire agreement of the parties. No other representations, promises or agreements, oral or otherwise, except for subsequent properly authorized and executed written amendments, shall be of any force or effect.

INDEPENDENT CONTRACTOR SIGNATURE & TITLE (if applicable)

By: _____ Date: _____

WMU DEPARTMENT ADMINISTRATOR SIGNATURE & TITLE

By: _____ Date: _____

Business Services MS #5222

By: _____ Date: _____