

## SHORT FORM INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made as of \_\_\_\_\_ (this "Agreement") by and between MARQUETTE UNIVERSITY, a Wisconsin nonstock corporation ("MU") and \_\_\_\_\_ ("Contractor").

### RECITAL

MU and Contractor desire to enter into this Agreement to provide for each party's responsibilities with respect to the services described on Exhibit A (attached) (the "Services").

### AGREEMENTS

In consideration of the recital and other good and valuable consideration, MU and Contractor agree as follows:

1. Contractor Responsibilities; Fees. Contractor will perform the Services. MU shall pay Contractor the amount set forth on Exhibit A within 30 days following the completion of the Services. Contractor is an independent contractor and shall be solely and personally responsible for all federal, state and local taxes, contributions and premiums with regard to such payments.
2. Term. The term of this Agreement shall be from the date of this Agreement until completion of the Services and payment therefor by MU. Except for material breach of the Agreement by the other party, this Agreement may not be terminated by either party except that MU may immediately terminate this Agreement upon the death or incapacity of Contractor in order to provide for the timely completion of Contractor's services.
3. Ownership of Work Product. Contractor hereby sells, assigns, grants and transfers to MU all right, title and interest in any reports, documents, performances or other copyrighted materials authored or created by Contractor for MU pursuant to this Agreement, including all copyrights, renewals and extensions thereof.
4. Relationship. The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Contractor shall in no way become an employee of MU. Neither party shall have the authority to nor shall either party attempt to assume any obligation by or on behalf of the other party.
5. Expenses. Except as expressly provided to the contrary in this Agreement, all expenses incurred by the parties shall be the sole responsibility of the party who ordered the service or incurred the particular expense.
6. Miscellaneous. This Agreement may not be assigned without the written consent of the other party. Contractor's services are personal in nature and may not be assigned or delegated to any other person. This Agreement represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Program. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

CONTRACTOR:

\_\_\_\_\_

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

SSN or FEIN: \_\_\_\_\_

MARQUETTE UNIVERSITY

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

## **EXHIBIT A**

**Description of Services:**

**Required Deliverables, if Any:**

**Payment for Services: \$\_\_\_\_\_ (not to exceed \$2000 if using short form agreement)**

**Date(s) for Services:**

**Date for Final Completion of Program Services:**