

## INDEPENDENT CONTRACTOR AGREEMENT

For non-Grant Agreements of \$15,000 or less

All Independent Contractor Agreements involving a sum of \$15,000 or more must be approved by the Office for Legal Affairs

1. Independent Contractor's Name: \_\_\_\_\_  
If an individual - US Citizen \_\_\_\_ Resident Alien \_\_\_\_ Non-Resident Alien \_\_\_\_
2. Description of services to be performed: \_\_\_\_\_
3. Beginning and end date of services: \_\_\_\_\_
4. Dates of service deliverables: \_\_\_\_\_
5. Total fee due for services: \_\_\_\_\_
6. Payment schedule: \_\_\_\_\_
7. Reimbursable expenses: \_\_\_\_\_
8. Invoices for services should be sent to the following address:  
Nova Southeastern University, Inc.  
[INSERT COLLEGE OF OR DEPARTMENT]  
Attn: [INSERT NAME OF PERSON APPROVED AS TO BUSINESS CONTENT]  
3300 S. University Drive  
Fort Lauderdale, FL 33328
9. It is understood and agreed that the Independent Contractor ("IC") shall not assign its interest in this Agreement or any of its rights or obligations hereunder, and that only IC shall perform the services described herein.
10. IC shall have no authority or power to bind or otherwise obligate Nova Southeastern University, Inc. ("NSU") in any manner.
11. IC acknowledges and agrees that IC is not covered by NSU's workers' compensation insurance and is not entitled to any fringe benefits NSU provides to its employees. IC acknowledges that it is to pay all taxes on the fees paid to IC by NSU.
12. IC acknowledges and agrees that IC shall have no right, title or interest in or to any of the deliverables provided to or other work done for NSU in connection with IC's performance of services, and that NSU shall be the sole owner of the same.
13. NSU shall not reimburse any of IC's expenses except those referenced in item 7 above. Any reimbursement is subject to IC providing backup documentation satisfactory to NSU.

14. IC acknowledges and agrees that any travel-related arrangements shall be made through NSU's Travel Office.
15. IC shall maintain the insurance coverage required by NSU. If NSU requires IC to maintain commercial general liability insurance, then NSU shall be named as an additional insured on the policy. IC shall provide to NSU a certificate of insurance evidencing the required coverage and renewal certificates of insurance prior to the expiration of any policy. IC shall provide to NSU thirty (30) days prior written notice of any cancellation of or reduction or other material change in such coverage.
16. If IC is a business entity and not an individual, then only employees of IC shall perform services under this Agreement.
17. Any information provided to or obtained by IC related to (i) any NSU employee, patient, student, donee, potential donee, contractor or vendor, or (ii) any NSU financial data, technology data, business plan, strategic plan, existing program, potential program, marketing strategy, trade secret, know how, process, discovery or invention, shall be deemed the confidential information of NSU (the "NSU Confidential Information"). IC shall (i) maintain the NSU Confidential Information on a strictly confidential basis, (ii) not disclose any NSU Confidential Information to a third party, and (iii) use best efforts to secure and protect the NSU Confidential Information. If IC is a business entity and not an individual, then IC shall only provide the NSU Confidential Information to its employees on a need to know basis to be used solely for the provision of services under this Agreement. IC shall inform such employees in writing of IC's confidentiality obligations which shall be applicable to its employees, and IC shall ensure that its employees comply with such obligations. Notwithstanding anything to the contrary contained in the foregoing, the NSU Confidential Information shall exclude information that is generally available to the public not as a result of IC's breach of any (or its employees breach of any) confidentiality obligations contained in this Section. IC acknowledges and agrees that NSU shall not have an adequate remedy at law upon IC's breach of any confidentiality obligation, and consequently in addition to its legal remedies, NSU may maintain an action for injunctive relief without the necessity of posting a bond or proving damages. Upon the expiration or termination of this Agreement, IC shall immediately return to NSU all Confidential Information it received or obtained, and all copies thereof. This Section shall survive the expiration or termination of this Agreement.
18. IC shall (i) comply with all applicable laws, regulations, codes, and ordinances with respect to its performance of services under this Agreement, (ii) comply with all of NSU's policies, procedures, rules, and regulations, and (iii) perform all services in a good, workmanlike, and skillful manner in accordance with any applicable industry and professional standards.
19. IC shall indemnify, defend (with counsel reasonably satisfactory to NSU), and hold harmless NSU, its trustees, officers, employees, and agents (collectively, the "Indemnities") from any and all claims, actions, liabilities, damages, losses, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by or asserted against any of the Indemnities, in whole or in part, arising out of or resulting from (i) the negligence or willful or intentional misconduct of IC or (ii) IC's

breach of any term, covenant or condition of this Agreement. Further, if IC uses copyrighted materials or documents not owned by NSU ("Copyrighted Materials") in IC's performance of this Agreement, IC represents and warrants to NSU that it owns, or is licensed to use and to authorize others to use, the Copyrighted Materials. IC will indemnify, defend and hold harmless NSU against an award of damages and costs based on a claim that NSU's use of the Copyrighted Materials infringes a trademark, copyright or other intellectual property right of a third party. IC's indemnity obligations under this Section shall survive the expiration or termination of this Agreement.

20. IC shall pay to NSU the reasonable attorney's fees and costs incurred by NSU in connection with the enforcement of this Agreement or the breach by IC of any of the provisions of this Agreement.
21. If IC is in breach of any of the terms of this Agreement, then in addition to all other available remedies, NSU may terminate this Agreement by providing written notice of termination to IC.
22. This Agreement represents the entire understanding of the parties hereto with respect to the matters covered herein, and supersedes all prior agreements, discussions, and negotiations, whether written or oral. This Agreement may be amended only by a written instrument duly executed by both parties.
23. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall nevertheless remain in full force and effect.
24. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. With respect to any action or proceeding instituted relating to this Agreement, NSU and IC accept the exclusive jurisdiction of the courts of the state of Florida, and agree that venue shall lie exclusively in Broward County, Florida.
25. With respect to the interpretation of this Agreement concerning an ambiguity or otherwise, there shall be no presumption against the drafter of the Agreement.
26. Any notice required or permitted to be given hereunder to either party hereto shall be in writing and shall be deemed given and received (i) when personally delivered with a receipt obtained, (ii) on the date noted as the date received, refused or uncollected if sent by certified or registered mail, postage prepaid and return receipt requested, (iii) the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service (e.g., Federal Express), or (iv) when sent by electronic mail and the recipient confirms receipt of or otherwise responds to the email by return email to the sender, at the address set forth above or to such other address a party provides by notice pursuant to the provisions of this Section.  
Any notice to NSU shall be sent to the attention of the [FILL IN VP OR DEAN NAME AND TITLE] and whose phone number is [INSERT WORK PHONE NUMBER] and email address is [INSERT EMAIL ADDRESS].
27. The failure of either party to exercise, or the delay in exercising, any right, power or privilege provided for herein shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power or privilege preclude any other exercise thereof, or the exercise of any other right, power or privilege under this Agreement.

No party shall be deemed to have waived a right, power or privilege provided for herein, unless such waiver is in writing and signed by the waiving party.

28. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, permitted assigns, personal representatives, and heirs.
29. An electronic signature of a party done pursuant to law, or a signature of a party transmitted by electronic means, shall be deemed an original signature for purposes of this Agreement.

SIGNATURES ON THE FOLLOWING PAGE

The undersigned have executed this Agreement effective as of the date of the last signature below

Independent Contractor:

Nova Southeastern University, Inc.

**IF A BUSINESS ENTITY:**

\_\_\_\_\_  
Print name of Entity

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Email: \_\_\_\_\_

\_\_\_\_\_  
Independent Contractor SSN, EIN or ITIN

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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

Email: \_\_\_\_\_

\_\_\_\_\_  
Independent Contractor SSN, EIN or ITIN

(W-9 or W-8BEN is required prior to payment)

\_\_\_\_\_  
Signature

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

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

Date: \_\_\_\_\_

Address :

Nova Southeastern University

3300 S. University Drive

Fort Lauderdale, FL 33328

Department: \_\_\_\_\_

Attention: \_\_\_\_\_

Email: \_\_\_\_\_