**INDEPENDENT CONTRACTOR AGREEMENT**

This independent contractor agreement (“Agreement) is made as of the \_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_ year by and between the George Washington University (“GW” or the “University”) a U.S. congressionally chartered nonprofit corporation located in the District of Columbia, U.S.A. and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Consultant”), located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 **RECITALS**

WHEREAS, the University desires the Consultant to complete \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS, the Consultant has expertise and experience to provide such Services;

WHEREAS, Consultant declares that Consultant is engaged in an independent business and has complied with all Applicable laws (as defined below) regarding the operation of Consultant’s business the tasks to be performed under the Agreement; and

WHEREAS, Consultant declares that Consultant is engaged in the same or similar activities for other clients and that GW is not Consultant’s sole and only client or customer;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

 **TERMS**

1. ***Engagement***. Consultant agrees to perform a specific set of services for a fixed fee, under professional standards. The University agrees to pay Consultant the amounts specified in this Agreement, upon the following terms and conditions.
2. ***Scope of Service***. The Consultant agrees to provide the Services described on Exhibit A, incorporated here by reference. Consultant will determine the method, details, and means of performing the Services. Consultant will perform the Services consistent with University standards. For this Scope of Service, and only during the term of this Agreement, Consultant may use the title of “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”.
3. ***Fees and Expenses***. The University will pay the Consultant for the Services performed pursuant to this Agreement at the set fee of $\_\_\_\_\_\_\_\_\_\_\_\_ U.S. Dollars. The University will pay the Consultant on a \_\_\_\_\_\_\_\_\_\_ basis.
4. ***Instrumentalities***. Consultant will provide and maintain all equipment, materials, and supplies to accomplish the designated tasks.
5. ***Consultant's Capacity and Responsibilities***.

A. The Consultant is an independent contractor and not the agent, partner, or employee of the University. Consultant does not have authority to enter any contract or agreement to bind the University and will not represent to anyone that Consultant has such authority.

B. In providing the Services, as the Consultant is not an employee of the University, Consultant is not entitled to employee payroll tax treatment, or employee benefits, or employee insurance. Consultant is solely responsible for reporting and paying applicable income, social charges, and employment taxes. No payroll or employee taxes of any kind will be reported, withheld or paid with respect to payments to Consultant.

C. Consultant has the right to control and direct the manner and means by which the services are performed. The University retains only the right to insure services conform to University standards.

D. Consultant will provide services to other parties during the term of this Agreement. In performing the Services, Consultant will not be in breach of any agreement with a third party.

6. ***Term***. This Agreement runs for \_\_\_\_\_\_\_\_ year(s) from the date written above and may be extended for additional periods by written consent of the parties.

7. ***Termination***. Either party may terminate this Agreement without cause by providing written notice of termination to the other party at least thirty (30) days before the date of its intended termination, which shall be specified in the written notice. In addition, if either party commits a material default subject to cure but not cured within thirty (30) days after written notice of the nature of the default, either party may terminate this Agreement at that point (after the thirty (30) day period or, where the default is not subject to cure, after written notice of the default itself).

8. ***Intellectual Property***. The use, ownership and licensing of any intellectual property created by GW, or its faculty, staff or students shall be owned by GW, or its faculty, staff or students as the case may be. The parties agree that the ownership of any intellectual property created through contributions from both parties shall be negotiated in good faith, and the parties agree to execute any documents that may be necessary establish joint ownership if applicable.

9. ***Use of Names and Marks***. GW controls the use of the names and registered marks of The George Washington University and associated trademarks and service marks. Consultant may use these names and marks only for performing obligations under this Agreement and only with GW’s written consent.

10. ***Indemnification and Hold Harmless***. Consultant agrees that any personal injury to Consultant or third parties or any property damage incurred in the course of performance of the Services shall be the responsibility of Consultant, unless actually caused by the University. Consultant represents that Consultant has in place an insurance policy in an amount sufficient to cover any negligent acts committed by Consultant or Consultant's agents, and Consultant agrees to indemnify the University and its agents for any losses due to the Consultant’s actions. This section shall survive the termination or expiration of this Agreement.

11. ***Compliance with Laws***. Each party agrees, it will take no action, or omit to take any action, which would cause another party to be in violation applicable laws. “Applicable laws” includes both \_\_\_\_\_\_\_\_\_\_\_\_\_\_ law and those laws of the United States that have “extraterritorial” reach (and therefore reach University operations in \_\_\_\_\_\_\_\_\_\_\_\_\_\_), including but not limited to U.S. nondiscrimination laws, export control and anti-boycott laws and the U.S. Foreign Corrupt Practices Act.

12. ***Dispute Resolution***. The parties agree to resolve any dispute, controversy or claim arising out of or relating to this Agreement, or its breach, termination or invalidity, by arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Washington, D.C. The language used will be English.

13. ***Notice***. All notices required or permitted under this Agreement mustl be in writing and delivered by confirmed email, confirmed facsimile transmission or by certified mail, and will be deemed given upon receipt. Communications must be sent to:

To University: To Consultant:

14. ***Signatures.*** This Agreement and its amendments may be executed in any one or more counterparts (including by confirmed electronic (e.g. scanned document/pdf) or facsimile transmission), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. 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.”

*15.* ***Amendment and Assignments, Entire Agreements***. This Agreement may be amended only in writing signed by the Parties. Neither party may assign this Agreement without the other party’s written consent. This is the entire agreement between the parties and it supercedes any earlier undestandings or arrangements.

The parties enter this Agreement as of the date written above.

THE GEORGE WASHINGTON UNIVERSITY:

By:

Christopher Alan Bracey

Interim Provost Executive Vice President for Academic Affairs

Date:

CONSULTANT:

Name:

Signature:

Date:

**Exhibit A**

**Description of Services**

Consultant will provide the following Services: