



Michigan Technological University

Purchasing Department

5th Floor Citizens Bank Bldg
1400 Townsend Drive
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Agreement between Michigan Technological University and Independent Contractor

WHEREAS, Michigan Technological University ("MTU"), a constitutional body corporate, intends to contract with Independent Contractor - IC) for the performance of certain tasks.

WHEREAS, Michigan Technological University's principal place of business is located at 1400 Townsend Drive, Houghton, Michigan.

WHEREAS, IC declares and represents that the IC is engaged in and regularly maintains and carries on an independent business providing its services to the public, has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business and the tasks to be performed under this agreement, and IC acknowledges responsibility for payment of income and self-employment or social security tax as required by law.

THEREFORE, IN CONSIDERATION OF THE FOREGOING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

- 1. SERVICES TO BE PERFORMED. MTU engages IC to perform the following tasks and services (attach additional sheet if needed):

- 2. TERMS OF PAYMENT. MTU shall pay IC, within thirty (30) days after receipt of invoice, according to the following terms and conditions set forth here, commission or fee arrangements, the time for payment, etc. (attach additional sheet if needed):

- 3. INSTRUMENTATION. IC shall supply all equipment, tools, materials, supplies, and additional personnel to accomplish the designed tasks except as follows (attach additional sheet if needed):

- 4. REIMBURSEMENT OF EXPENSES. MTU will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
- 5. CONTROL. IC retains the sole and exclusive right to control or direct the manner or means by which the work (described in clause #1) is to be performed. MTU retains only the right to control the end and time of performance to ensure conformity with the work as specified in this agreement. IC shall, at its sole expense, comply with all applicable laws, rules, and regulations, including safety and environmental, in the performance of the work.
- 6. PAYROLL OR EMPLOYMENT TAXES. No payroll or employment taxes of any kind shall be withheld or paid by MTU with respects to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. IC shall be solely responsible for the withholding and payment of any such taxes for its employees.
- 7. FRINGE BENEFITS. Because IC is engaged in IC's own independently established business, IC and its employees are not eligible for, and shall not participate in, any employee pension, health, unemployment, or other fringe benefit plan of MTU.
- 8. WORKERS' COMPENSATION INSURANCE. No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by MTU on account of IC or IC's employees. IC shall obtain and maintain in force during the term of this agreement workers' compensation insurance coverage covering all employees of IC. IC shall not utilize any employees or contractors in the performance of the work without first obtaining such insurance coverage. IC shall also maintain liability insurance covering all vehicles utilized by IC as required by Michigan law and general liability insurance coverage, both in a policy amount of not less than \$100,000 per claim.

