

**Independent Contractor Agreement for Services**

between California State University East Bay (CSUEB) and [Contractor Name] (Contractor) for

\_[Project Title – Example: Logo Design].

In consideration of the mutual promises, covenants, and conditions set forth below, it is hereby mutually agreed as follows:

1. Term of Agreement: The term of this Agreement shall become effective on [Start Date] and will continue in effect until [End Date] (Term). Prior to the expiration of the Term, the Parties may extend this Agreement by mutually executing an amendment.
2. Services: The Contractor agrees to provide California State University East Bay (CSUEB) with the services ("Services") specified in Attachment A, which is hereby incorporated by reference.
3. Performance of Services: The Contractor agrees to use its best efforts, skills, abilities and judgment in performing the Services contracted for under this Agreement. Except as otherwise provided in the Agreement the Contractor shall be responsible for paying all costs and expenses incidental to the performance of the Services. Additionally, the Contractor shall retain complete control over the method, means and manner of performance of the Services contracted for under this Agreement.
4. Fee: For the timely, complete, satisfactory and proper performances by the Contractor of the Services contracted for under this Agreement, and the terms, conditions, responsibilities, obligations, promises, covenants and agreements of the Contractor contained herein, CSUEB agrees to pay Contractor as specified in Attachment A the full and complete compensation for the Services rendered under this Agreement. CSUEB’s obligation to reimburse Contractor for travel, supplies, materials or expenses of any kind other than the Fee is expressly disclaimed unless explicitly set forth in Attachment A. Payment shall be made 30 days upon receipt and approval of Contractor’s itemized invoice. Contractor may submit monthly or bi-weekly invoices.
5. Works for Hire: The Contractor agrees that all work, data, materials, and deliverables (collectively the “Work Product”) which it makes, conceives, reduces to practice or develops (in whole or in part, either alone or jointly with others) in connection with the Services shall be considered works made for hire and the sole property of CSUEB. If necessary to protect CSUEB sole rights in the Work Product, Contractor agrees to assign and hereby assigns to CSUEB all rights to such Work Product.
6. Termination of Agreement: Except as otherwise provided herein, this Agreement shall be terminated as follows:
	1. By the Contractor's default or failure to perform the Services contracted for under this Agreement in a manner reasonably satisfactory to CSUEB;
	2. By mutual agreement of the parties;
	3. Termination for convenience;
	4. Upon expiration of the Agreement in accordance with the Term; Termination of this Agreement under the provisions set forth herein shall not release the contractor from the provisions set forth in Paragraphs 10 and 12 with respect to any Services provided hereunder prior to such termination.
7. Independent Contractor: It is the express intention of the parties to this Agreement that the Contractor is an independent contractor and not an employee, agent, joint venture or partner of CSUEB for any purpose whatsoever. The Contractor is 18 years or older, and understands the legal consequences of signing this document, including (a) releasing CSUEB from all liability, (b) promising not to sue CSUEB, (c) and assuming all risks of participating in this Agreement, including travel to, from and throughout the Term of the Agreement. Except as provided herein, CSUEB shall have no right to, and shall not, control the manner or prescribe the means or method of accomplishing the Services contracted for under this Agreement. The parties to this Agreement expressly understand and agree that this Agreement shall not be interpreted or construed in any way to create or establish the relationship of employer and employee between CSUEB and the Contractor, and the Contractor is not an employee for federal or state tax purposes. The Contractor retains the right to perform services for others during the term of this Agreement.
8. Point of Contact. The CSUEB and Contractor will each designate a program manager, or similar designation, who will act as the main points of contact in the performance of this Agreement, and on whom the other party may rely. The Points of Contact are listed below:

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| --- | --- |
| For CSUEB:NameTitleDepartmentPhoneEmail | Contractor:NameTitleDepartmentPhoneEmail |

1. Conflict of Interest:
	1. The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Agreement, for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether the Contractor is or is not under Agreement with CSUEB at the time such gain is realized. Any report, survey, or product developed by the Contractor pursuant to this Agreement is the property of CSUEB and shall not be used in any manner by the Contractor unless authorized in writing by CSUEB. Breach of this provision will make the Contract voidable at CSUEB option, and the Contractor shall be liable for any other damages incurred by CSUEB as the result of such breach (Education Code, Section 89006)
	2. Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, original equipment manufacturer (OEM), and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations
	3. CSUEB requires a Statement of Economic Interests (Form 700) to be filed by any Contractor who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSUEB financial interest [reference G.C. 82019].
	4. No contractor shall perform work for CSUEB for which contractor is already receiving compensation from other sources
	5. No contractor can be a current employee of CSUEB
2. Confidentiality of Data: All financial, statistical, personal, technical and other data and information relating to CSUEB operations which are designated confidential by CSUEB and made available to the Contractor or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure by the observance of the same or more effective procedural requirements as are applicable to CSUEB. The identification of all such confidential data and information as well as CSUEB procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided in writing to the Contractor by CSUEB. The Contractor shall not, however, be required, by this paragraph, to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.
3. Examination and Audit: For contracts in excess of $10,000, the Contractor shall be subject to the examination and audit of (a) CSUEB and (b) the California State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Agreement.
4. State and Federal Taxes and Withholding:
	1. Because the Contractor is not CSUEB’s employee, the Contractor is responsible for paying all required state and federal taxes. In particular:
		1. CSUEB will not withhold FICA (Social Security) for the Contractor's payments;
		2. CSUEB will not make state or federal unemployment insurance contributions on behalf of the Contractor;
		3. CSUEB will not withhold state or federal income tax from payments(s) to the Contractor;
		4. CSUEB will not make disability insurance contributions on behalf of the Contractor;
		5. CSUEB will not obtain workers' compensation insurance on behalf of the Contractor.
	2. Payments made to nonresident contractors, including corporations, individuals, partnerships, estates and trusts, are subject to income tax withholding. Nonresident contractors performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no California tax withholding is required if total payments to the vendor are $1500 or less for the calendar year. A nonresident contractor may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 587 to the Franchise Tax Board. If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to the invoice for payment issuance.
5. Insurance: The Contractor shall carry at its own expense, bodily injury, property damage and comprehensive liability insurance to cover any and all liability, loss and/or damages arising out of, relating to, or resulting from the performance of the Services contracted for under this Agreement. Pursuant to California State University Office of the Chancellor Executive Order No. 849 and other legal references, the following insurance will normally apply (exceptions can only be granted by the campus Risk Manager):
	1. General Liability - Minimum Limits each occurrence $1,000,000, general aggregate $2,000,000. Higher limits may be required due to the nature of the event or the number of people in attendance. Coverage must be placed with a company of A.M. Best rating of A:VII or higher.
	2. A certificate of insurance must be provided showing specific information as to the date and event for which the certificate is being issued. The certificate must be accompanied by a separate letter of endorsement naming “The Trustees of the California State University, California State University, East Bay, the State of California, and their employees, officers, agents and assigns” as additional insured for the duration and purpose of the event(s) being held.
	3. Employer Liability (if applicable) - $1,000,000
	4. Automobile Liability undefined - undefined Private Individuals should have Liability of no less than $100,000 per person, $300,000 per occurrence and $100,000 property damage. undefined Commercial Entities should have business automobile liability with combined single limit of not less than $1,000,000 per occurrence.
	5. Worker’s Compensation - Statutory Limit Certificate should provide for thirty (30) days written notice to the University of any modification, change or cancellation of any insurance coverage.
6. Insurance Waiver: Any of the terms and conditions of Paragraph 13 may be waived by CSUEB Risk Management office in writing and attached to this Agreement as Attachment B.
7. Waiver of Liability and Hold Harmless Agreement: Contractor, the undersigned, on behalf of myself and my next of kin, heirs and representatives, hereby release from all liability and promise not to sue the State of California, the Trustees of The California State University, California State University East Bay, California State University, and their employees, officers, directors, volunteers and agents (collectively “University”) from any and all claims, including claims of the University’s negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss Contractor may suffer because of my participation in this Project, including travel to, from and during the Project. Contractor agree to hold the University harmless from any and all claims, including attorney’s fees or damage to my personal property that may occur as a result of my participation in this project, including travel to, from and during the Project. If the University incurs any of these types of expenses, Contractor agree to reimburse the University. If Contractor need medical treatment, Contractor agree to be financially responsible for any costs incurred as a result of such treatment. Contractor is aware and understand to carry their own health insurance.
8. Laws: The Contractor shall be responsible for complying with all federal, state and local laws, rules and regulations pertaining to the performance of the Services contracted for under this Agreement and shall, if required by any federal, state and/or local law or authority, furnish to CSUEB any written reports or similar information pertaining to the performance of the Services contracted for under this Agreement.
9. Governing Law: To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.
10. Non-Assignability: This Agreement and any of the rights, interest, duties and/or obligations contained herein shall not be assigned or delegated by any party hereto without the prior written consent of the other party. Any such assignment or delegation by a party hereto, whether express or implied or by operation of law, without the prior written consent of the other party, shall be null and void and shall constitute a default by the assigning or delegating party. This Agreement shall be binding upon and shall insure to the benefit of the successors and assigns of the parties hereto as permitted by this Agreement.
11. Waiver and Amendment: No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision. This Agreement may be modified only by a written agreement executed by the parties hereto.
12. Severability: Contractor understand that this document is written to be as broad and inclusive as legally permitted by the state of California. In the event any term or provision of this Agreement is held invalid, void or unenforceable by any court of d to be severed from this Agreement. All other remaining terms and provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.
13. Entire Agreement: This Agreement along with the CSU General Provisions For Service Acquisitions (<https://csyou.calstate.edu/groups/csp/Lists/General%20Provisions%20Docs/AllItems.aspx>) is the entire agreement and understanding between the parties hereto relating to their rights herein granted and any obligations herein assumed and supersedes any and all previous negotiations, discussions, agreements and/or understandings of any kind relating to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter hereof which are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Alameda County, State of California.

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| **California State University East Bay**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title  | **[Contractor Name]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title  |

**Independent Contractor Agreement for Services**

**Attachment A**

**This document describes the specific scope of work, deliverables, timelines and work product (“Services”) that the contractor is expected to produce, and fee for Services.**

1. **Scope of Work:**

Example: Logo Design - Design new logo for CSUEB in accordance to campus guidance and provide digital files in a variety of formats and sizes including JPEG, GIF, InDesign as mutually agreed upon by the parties.

1. **Period of Performance (from Paragraph 1: Term of Agreement):** Start Date – End Date
2. **Fee for Service (hourly or fixed fee):**

Example 1: $25 per hour; not to exceed $7,500.00

Example 2: $7,500 fixed fee for services

If travel is authorized under this contract, it is understood that original detailed/itemized receipts must be submitted for all travel related expenses when requesting reimbursement. If the original receipt is lost, a duplicate, or proof of payment (e.g., copy of check, bank or credit card statement) must be obtained in order to process the travel reimbursement. All travel shall be conducted in compliance with the CSU East Bay Travel Guidelines dated December 15, 2011 available at: <https://www.csueastbay.edu/procurement/files/docs/purchasing/travel-reimbursement-vendors-contractors.pdf>.

1. **Schedule of Deliverables:**

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| --- | --- | --- | --- |
| **Deliverable(s) (itemize and number each deliverable)** | **Delivery****Date** | **Hours/Days**(blank for fixedfee) | **Cost** |
| 1. Provide mock-up logo to CSUEB | August 1, 2023 |  | $2500.00 |
| 2. Provide Final mock-up Logo to CSUEB for approval | October 1, 2023 |  | $2500.00 |
| 3. Provide digital files to CSUEB | December 31, 2023 |  | $2500.00 |
| **Total Fee** | **$7,500.00** |

**Independent Contractor Agreement**

**Insurance Wavier**

**Attachment B**