

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ between CSU Fullerton Auxiliary Services Corporation ("CSUF ASC"), and \_\_\_\_\_ ("CONTRACTOR")

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term of Agreement. This Agreement covers services rendered from \_\_\_\_\_ until \_\_\_\_\_.
  
2. Services to be provided. The services to be performed by CONTRACTOR consist of the following:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Compensation. CONTRACTOR will be compensated as follows:
  - 3.1 Amount: \_\_\_\_\_ dollars (\$\_\_\_\_\_).
  
  - 3.2 Invoicing and Timing of Payment: Payment will be made according to the following terms:  
\_\_\_\_\_  
\_\_\_\_\_
  
  - 3.3 Tax Withholding: Payment to Non-California Resident or Nonresident Alien CONTRACTOR performing services in California may be reduced by any required State Tax Withholding (7% for individuals) or Federal Tax Withholding (up to 30%), or both.
  
  - 3.4 This agreement is to be appropriate to ASC project number \_\_\_\_\_
  
4. Insurance Requirements.
  - 4.1 Workers' Compensation Insurance: For the duration of this Agreement, CONTRACTOR must maintain Workers' Compensation Insurance if applicable.
  
  - 4.2 Insurance Amounts: CONTRACTOR must maintain and provide proof To CSUF ASC of the following insurance if applicable:  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Independent Contractor. CONTRACTOR must be an independent contractor and not an employee of the CSU system or it's Auxiliary. CONTRACTOR is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on

behalf of CSUF ASC. CSUF ASC will not pay or withhold federal, state, or local income tax or other payroll tax of any kind on behalf of CONTRACTOR. CONTRACTOR is not entitled to any of the fringe benefits of employment, including but not limited to medical benefits, dental benefits, life insurance, worker's compensation, disability insurance, liability insurance or unemployment compensation. CONTRACTOR further understands that annual information returns as required by the IRS will be filed by CSUF ASC.

6. Confidentiality. All nonpublic data and information submitted or made available to CONTRACTOR by CSUF ASC, and other work developed by CONTRACTOR under this Agreement, must be utilized by CONTRACTOR in connection with this Agreement only and must not be made available to any other sources.
7. Disclosure of Documents. CONTRACTOR must not disclose any of CSUF ASC's properly marked confidential documents without written authorization, unless disclosure is required by law.
8. Ownership of Work Product. All documents or other information developed as part of this Agreement or received by CONTRACTOR become the property of CSUF ASC, and must be made available to CSUF ASC upon demand or termination of this Agreement.
9. Advertisement. CONTRACTOR may not use the name CSUF ASC or any variation thereof for advertising or publicity purposes without first obtaining the written consent of CSUF ASC.
10. Limitations Upon Subcontracting and Assignment. CONTRACTOR must not contract with any other entity to perform the services required without written approval by CSUF ASC. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CSUF ASC.
11. Contractor's Personnel. Employees of CONTRACTOR must carry out the performance of the services. CONTRACTOR must at its own expense, provide all personnel necessary to perform the services. CONTRACTOR warrants that all personnel engaged in the services are qualified to perform the services and must be properly licensed and otherwise authorized to do so under all applicable laws.
12. Indemnification. CONTRACTOR must release, defend, indemnify, and hold harmless CSUF ASC and its trustees, officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss, whether real or alleged, received or sustained by them or any person, persons, or property, arising out of or related to services provided under this Agreement or CONTRACTOR'S failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or proprietary rights. Additionally, CONTRACTOR indemnifies CSUF ASC and holds it harmless against any fines, damages, assessments, or attorney fees in the event a court or administrative agency finds that CONTRACTOR is an employee of CSUF ASC. This hold harmless agreement must apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.
13. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by both CSUF ASC and CONTRACTOR.
14. Interpretation. This Agreement must be interpreted as though prepared by both parties.

15. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision will only affect the provision interpreted, and all remaining provisions will remain enforceable.
16. Termination of Agreement. CSUF ASC may terminate this Agreement at any time without cause, upon 30 days written notice to Contractor. Contractor may retain amounts, if any, paid by CSUF ASC under this Agreement prior to termination, but explicitly waives any right to additional amounts of any kind.
17. California Law. This Agreement must be construed in accordance with the laws of the State of California. Any action commenced about this Agreement must be filed in the northern branch of the Orange County Superior Court.
18. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. Contractor certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation this transaction by any federal department of agency.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year shown below.

CONTRACTOR

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

Signature: \_\_\_\_\_

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

Project Authorized Signer

CSUF ASC EXECUTIVE DIRECTOR/CFO

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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