

**Independent Contractor Agreement**

This agreement is entered into by and between  (“Contractor”), and St. Norbert College, Inc., a Wisconsin corporation 100 Grant St., De Pere WI 54115 (“St. Norbert”).

1. **Background**: Contractor is engaged in providing specialized services including, but not limited to: . St. Norbert needs specialized services of the type offered by Contractor, and Contractor agrees to provide specialized services to St. Norbert pursuant to the terms of this Agreement. St. Norbert understands that Contractor has or may have other contracts and commitments during the term of this Agreement. St. Norbert expects that Contractor will balance those other contracts and commitments in a manner that will allow Contractor to meet the requirements of projects assigned to Contractor by St. Norbert. Contractor understands that St. Norbert may retain other contractors and use other staffing to provide services, and that its contractual relationship with St. Norbert is not on an exclusive basis. St. Norbert makes no representation or guarantees concerning the number of services which will be requested from Contractor.

2. **Description and Duration of Services**: St. Norbert is contracting with Contractor to provide the following services (the “Services”):  at the following date or dates, or during the following time period: . St. Norbert will have the authority to determine the amount and scope of Services requested.

3. **Quality of Services**: All Services shall be provided in a manner consistent with the standards of the industry and must be performed to St. Norbert’s reasonable satisfaction. Time is of the essence in regard to all Services. All documents, information, ideas, and other work product created as part of the Services by Contractor shall be the exclusive property of St. Norbert, and Contractor agrees to sign any documents necessary to confirm this.

4. Payment and Payment Procedures: St. Norbert agrees to pay Contractor for the Services requested and authorized by St. Norbert as follows:

a. **Flat Fee Payment**. Services will be provided at the flat fee of $  for the

services listed in section 2. Please list the appropriate:

Cost Center:

Spending Account:

Independent Contractor needs to submit a completed W-9 along with this agreement.

b. **Invoices.** As a condition to payment, Contractor must provide invoices to St. Norbert on a form approved by St. Norbert at such time or times as St. Norbert may direct. The invoice form must not include any terms or conditions which are not expressly contained in this Agreement. All invoices must include Contractor’s Federal Employer Identification Number (or Social Security number if no separate FEIN number exists), dates of Services rendered, project identification or reference and amount owed.

c. **Payment Procedures**. St. Norbert will pay Contractor within thirty (30) days of receipt of invoices which meet the requirements of this section, unless otherwise agreed to in writing by the parties, less any amounts owed to St. Norbert by Contractor (if any).

d. **Expenses**. St. Norbert shall not be responsible for any expenses relating to the provision of services under this Agreement.

5. **Term and Termination**: This Agreement shall commence on and will end on if not terminated prior to that date pursuant to one of the below clauses:

a. **Breach**. Either party may terminate this Agreement at any time upon failure of the other party to comply with the terms and conditions of this Agreement.

b. **Notice**. Either party shall have the right to terminate this Agreement for any reason upon 30 days’ written notice.

c. **Renewal**. St. Norbert has no obligation to renew this Agreement or to retain Contractor at the end of the Services or Agreement term.

6. **Equipment and Supplies**: Contractor must use Contractor’s own equipment, supplies, and all other items necessary for the performance of the Services under this Agreement. Contractor shall be responsible for all maintenance and repair of Contractor’s equipment.

7. **Training:** Contractor shall be responsible for costs of Contractor’s training. Contractor represents and warrants that Contractor has the necessary training, skills and qualifications to perform the requested services under this Agreement.

8. **Insurance:** The Contractor is required to have liability insurance and workers’ compensation insurance in accordance with industry standards and state law. The Client has the right to review such insurance policies prior to the commencement of the services.

9. **Status of Contractor**. Both parties acknowledge that Contractor is an “independent contractor,” as that term is defined under all local, state, federal and common laws, and that neither Contractor nor any person employed by Contractor shall ever be construed to be an employee of St. Norbert, or a leased employee to St. Norbert, nor shall this Agreement be construed so as to create any employment, partnership or joint venture relationship of any kind between St. Norbert and Contractor or any of Contractor’s employees or agents. Contractor agrees to take all reasonable and necessary steps to ensure that it satisfies all legal requirements for independent contractor status.

a. **No Eligibility for St. Norbert Employee Benefits**. Contractor shall have discretion on whether to obtain or provide disability, life, or other non-medical benefits or personal insurance covering Contractor or any employees of Contractor. St. Norbert shall not provide any benefits or personal insurance to Contractor or Contractor’s employees, and Contractor and Contractor’s employees shall not be eligible to participate in any pension, savings, investment, retirement, or other benefit plan of any type offered by St. Norbert to its employees. Neither Contractor nor any of Contractor’s employees shall be eligible to receive unemployment benefits from St. Norbert.

b. **No “Wages**”. No payments made for Services rendered by Contractor to St. Norbert under this Agreement shall constitute “wages” as that term is defined by any state or federal law.

c. **Taxes and Withholdings**. Contractor acknowledges that St. Norbert will not withhold or pay, on behalf of Contractor, any sums for income tax, unemployment insurance, social security, or any other payment or withholding pursuant to any law or requirement of any governing body with respect to any payments under this Agreement. Contractor shall be solely responsible for any and all required taxes and withholdings for Services rendered under this Agreement. St. Norbert shall issue an annual 1099 Tax Form to Contractor. Contractor agrees to indemnify and hold St. Norbert harmless for any claims, demands, suits, charges, penalties, fines, interest, reasonable attorneys’ fees, and all other costs, fees and expenses that might arise out of any classification, wage and hour, or withholding claim asserted against St. Norbert or Contractor relating to any payments or Services under this Agreement. If the Services under this contract qualify as “entertainment”, Contractor will, pursuant to Wisconsin law, be required to file a surety bond or cash deposit if the accumulative total contract price exceeds $7,000. If a bond or deposit is not filed and the total contract price exceeds $7,000, St. Norbert College will be required to withhold 6% of the total contract price from the payment to Contractor. Foreign individuals are subject to U.S. tax at a 30% rate on income they receive from

U.S. sources unless they can provide St. Norbert College with a certified form W-8BEN.

d. **Non-exclusivity**. St. Norbert recognizes and acknowledges the independence of Contractor’s own business activities, and this Agreement shall not prohibit or inhibit Contractor from advertising its services to others or holding itself out to the public as such or from performing services for other businesses during the term of this Agreement, except as may be expressly limited in this Agreement.

e. **Contractor’s Responsibilities for Its Staff**. If Contractor employs or contracts with others to assist in providing services under this Agreement, Contractor shall first obtain approval from St. Norbert, and, if approved, Contractor shall be solely responsible for the hiring, terminating, disciplining, direction, and control of those individuals, including, but not limited to, selection, hiring, training, supervising, setting wages, payroll, hours, performance standards, attendance requirements, and working conditions, complying with all state and federal wage and hour laws, including but not limited to, overtime laws, break laws, minimum wage laws, and others, and for adjusting grievances.

f. **Determination of Status**. In the event that the Internal Revenue Service, Wisconsin Department of Revenue, or other government entity, agency or representative should question or challenge Contractor’s status as an “independent contractor”, then Contractor must immediately notify St. Norbert and St. Norbert shall have the right to participate in any discussion or negotiation occurring with such entity, agency or representative, irrespective of whom or by whom such discussions or negotiations are initiated, and, at St. Norbert’s option, to suspend the terms of this Agreement until the issue is resolved.

10. **Recordkeeping**. Contractor shall maintain all business records, safety records, tax records, records of service hours provided and all other legally mandated records and shall preserve such records according to all legal requirements. St. Norbert shall, upon reasonable notice, be entitled to inspect any and all records relating to Services under this Agreement.

11. **Confidential Information**: Contractor acknowledges that St. Norbert’s computer and information systems contain highly confidential and sensitive information including, but not limited to, student records, employee personnel records, medical records, financial records, internal strategic and other proprietary information, donor contact information and many other categories of highly confidential and secret information. Contractor agrees that Contractor will not publicize or disclose Confidential Information, as defined in this Agreement, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of St. Norbert. Nor shall Contractor use Confidential Information except as may be necessary to perform the work called for by this Agreement.

a. **Internal Precautions**. Contractor agrees to take all appropriate precautions to protect the confidentiality of Confidential Information and upon the conclusion of the Agreement, or at any time upon request by St. Norbert, to return to St. Norbert any documents, electronic storage or other data storage device which contains or reflects such Confidential Information, including all copies in whatever form they exist. Contractor grants permission to St. Norbert or its agents to take steps to ensure that Contractor has complied with this paragraph, including a review of Contractor’s computer systems, upon reasonable notice. This permission shall survive the end of the Agreement.

b. **Definition of Confidential Information**. As used in this Agreement, the term “Confidential Information” means 1) information regarding St. Norbert that has economic or competitive value and is not available through proper means in the public domain; 2) information marked or designated by St. Norbert as confidential or which is known or should be known to Contractor as being treated by St. Norbert as confidential; 3) information provided to St. Norbert by third parties, including, but not limited to, its students, employees or others which St. Norbert is obligated to keep confidential; 4) all medical and student records; and 5) information developed by Contractor in connection with the performance of this Agreement. Confidential Information shall not include: 1) information which is, or which becomes part of the public domain; 2) information already known to Contractor as documented by written records which predate this Agreement; or 3) information rightfully obtained from third parties and not subject to any obligation of confidentiality.

c. **Survival**. This provision shall survive for a period of two (2) years after the termination or expiration of this Agreement regardless of the circumstances, except for Confidential Information which qualifies as “trade secret” under applicable state or federal law. In that case, this provision shall continue for the duration that such information qualifies as a “trade secret”. Moreover, all Confidential Information of other parties (such as clients or affiliated companies) shall be held in confidence until otherwise indicated in writing by St. Norbert or until one of the exceptions in subparagraph (b) applies. Pursuant to the Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is 1) made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, if disclosed solely for the purpose of reporting or investigating a suspected violation of law; or 2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

12. **No Solicitation of St. Norbert Employees**. During this Agreement, any extension or renewal of this Agreement, and for a period of two years after this Agreement, Contractor shall not solicit, entice or offer employment to any person employed by St. Norbert during the twelve-month period immediately prior to such solicitation, enticement or offer. This provision shall survive the termination or expiration of this Agreement regardless of the circumstances.

13. **Contractor’s Representations and Warranties**: Contractor represents and warrants the following:

a. **Bona Fide Business**. Contractor operates a bona fide business and has invested capital in

establishing and maintaining that business. Contractor advertises and markets Contractor to clients other than St. Norbert.

b. **No Legal Restrictions**. Contractor has no legal restrictions that would preclude Contractor from working on St. Norbert projects.

14. **Breach and Remedies**. Upon any breach of any term of this Agreement, the non-breaching party shall be entitled to immediately terminate the Agreement and pursue all remedies available at law or equity. The parties agree that any breach or threatened breach of this agreement may be temporarily or permanently enjoined by any court of competent jurisdiction without the necessity of furnishing or providing any bond or undertaking. St. Norbert shall, in addition to other remedies, have the right to set off any amounts owed to St. Norbert from Contractor’s breach against any amounts owed to Contractor by St. Norbert. The breaching party shall further be responsible for all costs of enforcing this Agreement, including attorneys’ fees.

15. **Miscellaneous Terms**. The parties further agree as follows:

a. **Assignment**. Neither party may assign its interest or obligations under this Agreement in whole or in part without the prior written consent of the other.

b. **Resolution of Disputes.** All claims, counterclaims, disputes, and other matters in question arising out of or relating to this Agreement, except for claims for injunctive relief must be decided by arbitration to be conducted in Green Bay, Wisconsin under the rules of the American Arbitration Association. Claims for injunctive relief shall be venued solely in the circuit court for Brown County, Wisconsin and the parties consent to jurisdiction in that court. This Agreement shall be construed under Wisconsin law. Notice of demand for arbitration must be filed in writing with the other party. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

c. **Integration**. Contractor acknowledges that, in entering into and executing this Agreement, Contractor relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement contains the entire agreement between these parties and no modification, amendment, or alteration shall be binding unless in writing and signed by a duly authorized representative of each party. This Agreement supersedes all previous contracts, agreements or understandings.

d. **Authority**. Contractor shall have no authority or power to sign or approve any contract, quotation, bid, document, item or article on behalf of St. Norbert, except with the prior express written consent of St. Norbert.

e. **Non-waiver**. No delay or failure by either party in exercising any right under this Agreement, and no partial or single exercise of such right, shall constitute a waiver of that right or any other right.

f. **Severability**. In the event that any section or provision of this Agreement is held to be illegal, invalid or unenforceable by any court or panel, such holding will not affect the validity or enforceability of the remaining sections or provisions.

Supervisor Signature:

Printed Name:

Title:

Date:

**Contractor/Contractor Entity**

Contactor Signature:

Printed Name:

Title:

Date:

**Human Resources**

HR Signature:

Printed Name:

Title:

Date: