**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (the "Agreement") is made and entered between **[*insert Contractor name],*** an independent contractor hereafter referred to as ("Contractor") and ***The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas for Medical Sciences [insert department college/dept]*** hereafter referred to as the ("University").

In consideration of the covenants and conditions hereinafter set forth, the University and Contractor agree as follows:

1. Services

Contractor shall perform the following technical assistance for the University (the "Work"):

The primary focus will be on the [insert applicable detailed language to describe the services]

The Contractor will work primarily [insert language of whether the Contractor will work from – e.g. from home, office, etc]

2. Reporting

Contractor will report directly to [insert name/title info] [If Contractor will provide any reports of progress, etc to UAMS – indicate frequency and/or detail of such reporting]

3. Term

This Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_ and shall expire on \_\_\_\_\_\_\_\_\_\_\_\_. The Agreement may be extended upon mutual written consent of the parties only by official amendment to this Agreement.

The University may terminate the use of Contractor's services at any time without cause and without further obligation to Contractor except for payment due for services prior to date of such termination. Termination of this Agreement or termination of services shall not affect the provisions under Sections 5-11, hereof, which shall survive any termination.

4. Payment

Contractor will be paid $\_\_\_\_\_\_\_ per hour [or per project, milestone, etc] for Work performed under this Agreement and will be reimbursed any expenses directly related to this contract, including mileage, postage and necessary meals.[delete this narrative – if Contractor will not be paid “expenses”].

Contractor should not begin work under this agreement until a purchase order has been issued by the University and received by the Contractor.  The purchase order number **must** be noted on all invoices under this agreement; failure to provide the purchase order number will result in the invoice being returned as invalid.

Invoices may be sent to:

[insert name of person in the DEPARTMENT that will received, include email and address/slot info]

Approved invoices will be paid monthly by check made out to [insert Contractor name], to be delivered via US mail to Contractor’s primary address:

[Insert Contractor’s address for payments]

Invoices shall be paid by the University within 30 business days of receipt.

5. Confidentiality and Ownership

1. Contractor recognizes and acknowledges that the University possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of the University relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by Contractor, or (b) information that subsequently becomes public through no act or omission of the Contractor. Contractor agrees that all of the confidential information is and shall continue to be the exclusive property of the University, whether or not prepared in whole or in part by Contractor and whether or not disclosed to or entrusted to Contractor's custody. Contractor agrees that Contractor shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the University.
2. In accordance with University of Arkansas Board Policy, the University will own any discovery, invention, process, know-how, trade secret, design, model, computer software (if patentable), or tangible research property; strain, cultivar, variety, or culture of an organism; or portion, modification, translation, or extension of these items (collectively, “Inventions”) created in connection with this Agreement. Contractor shall furnish to University a full and complete disclosure of each Invention promptly after it is created or conceived. Contractor shall assign and hereby does assign all Inventions related to this Agreement to the University. Contractor shall execute documents and take any other steps reasonably requested by University to obtain and enforce patents or other intellectual property rights in Inventions.
3. In accordance with University of Arkansas Board Policy, the University will own any works of authorship (“Work Product”) arising out of this Agreement, including but not limited to books, journals, software, computer programs, musical works, dramatic works, videos, multimedia products, sound recordings, pictorial and graphical works, data, and other similar works. All Work Product shall be considered works made for hire. Contractor will furnish the Work Product to University as reasonably requested during the term of this Agreement or upon termination or expiration of this Agreement. Contractor shall assign and hereby does assign all Work Product related to this Agreement to the University. Contractor will execute documents and take any other steps reasonably requested by University to obtain and enforce copyrights or other intellectual property rights in Work Product.
4. The U.S. Government may have rights in Inventions and Work Product in accordance with applicable law. Contractor will execute documents and take any other steps reasonably requested by University to discharge obligations owed to the U.S. Government regarding Inventions and Work Product.

6. Return of Materials

Contractor agrees that upon termination of this Agreement, Contractor will return to the University all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of the University. Contractor will not retain any such materials.

7. Warranties

Contractor warrants that:

1. Contractor's agreement to perform the Work pursuant to this Agreement does not violate any agreement or obligation between Contractor and a third party; and
2. The Work as delivered to the University will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and
3. The services provided by Contractor shall be performed in a professional manner, and shall be of a high grade, nature, and quality. The services shall be performed in a timely manner and shall meet deadlines agreed between Contractor and the University.

8. Indemnity

Contractor agrees to indemnify, defend, and hold the University and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by Contractor.

9. Relationship of Parties

Contractor is an independent contractor of the University. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the University' sole discretion to terminate this Agreement at any time without cause. Contractor further agrees to be responsible for all of Contractor's federal and state taxes, withholding, social security, insurance, and other benefits. Contractor shall provide the University with satisfactory proof of independent contractor status.

10. Other Activities

Contractor is free to engage in other independent contracting activities, provided that Contractor does not engage in any such activities which are inconsistent with or in conflict with any provisions hereof, or that so occupy Contractor's attention as to interfere with the proper and efficient performance of Contractor's services hereunder. Contractor agrees not to induce or attempt to influence, directly or indirectly, any employee at the University to terminate his/her employment and work for Contractor or any other person.

11. Miscellaneous

1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas without regard to conflict of law principles.
2. Entire Agreement. This Agreement, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.
3. Amendment. This Agreement may be amended only by a writing signed by Contractor and by a duly authorized representative of the University.
4. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
5. Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.
6. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.
7. Non-waiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the University, by an officer of the University or other person duly authorized by the University.
8. Remedy for Breach. The parties hereto agree that, in the event of breach or threatened breach of any covenants of Contractor, the damage or imminent damage to the value and the goodwill of the University's business shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that the University shall be entitled to injunctive relief against Contractor in the event of any breach or threatened breach of any of such provisions by Contractor, in addition to any other relief (including damages) available to the University under this Agreement or under law.
9. Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to Contractor's address (as noted), or to the University's address as listed in Item 4. With an additional copy to:

**UAMS Office of General Counsel**

**4301 West Markham Street – Slot 860**

**Little Rock, AR 72205**

1. Assistance. Contractor shall, during and after termination of services rendered, upon reasonable notice, furnish such information and proper assistance to the University as may reasonably be required by the University in connection with work performed by Contractor.
2. Compliance with Law.  The Parties mutually represent that throughout the term of this Agreement their respective performance under this Agreement shall be, and shall remain, in compliance with all applicable federal, state and local laws and regulations.
3. Israel Boycott Notice: In order to comply with Act 710 of 2017, prohibiting a public entity from contracting with a person or company boycotting Israel, the contractor represents, warrants and certifies that: (a) It is not currently engaged in a boycott of Israel; and (b) agrees that for the duration of any resulting contract award, it will not engage in a boycott of Israel.

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| ***University of Arkansas for Medical Sciences – [insert college/dept info]***  By:  (Signature)  Name:  Date  ***Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas for Medical Sciences***  By:  (Signature)  Name: Amber Gutierrez  Title: Director, Strategic Sourcing and  Agency Procurement Official  Date: | ***Contractor: [insert Contractor Name]***  By:  (Signature)  Name:  Date:  Address: [insert address] |