

**USF FOUNDATION, INC.**

**INDEPENDENT CONTRACTOR SERVICE AGREEMENT**

 This Agreement is made and entered into this ***Click here to enter a date.***, by and between the ***UNIVERSITY OF SOUTH FLORIDA FOUNDATION, INC***., a corporation not-for-profit under Chapter 617, Florida Statutes, and a direct-support organization of the University of South Florida under Section 1004.28, Florida Statutes, having its principal office ***at 4202 Fowler Avenue, ALC 000, Tampa, Florida 33620*** on behalf of ***Click here to enter text.*** (the "Foundation"), and ***Click here to enter text.*** (the "Contractor").

WHEREAS, the Foundation desires to obtain certain services from the Contractor as described below;

***Click here to enter text.***

WHEREAS, the Contractor represents that it is competent to perform the said services and further is desirous of so doing,

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Contractor shall provide the services as described above.

2. Date of service under this Agreement shall begin on ***Click here to enter a date.*** and end on ***Click here to enter a date.***

3. In consideration for the Contractor's satisfactory performance of this Agreement, the Foundation shall pay to the Contractor the sum of $ Click here to enter text.

4. Payment shall be made to the Contractor as follows:

***Click here to enter text.***

5. By this Agreement the parties intend to establish between them the relationship of mutually independent contractors.

Each party and the directors, officers, employees, agents, subcontractors, or other contractors thereof shall not be deemed by virtue of this Agreement to be the directors, officers, employees or agents of the other party. Each party assumes the risk of all liability arising from its respective activities pursuant to this Agreement and from the acts or omissions of its respective directors, officers, employees and agents.

6. This Agreement may be canceled by either party upon no less than days' written notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of cancellation, only the fees for services actually rendered by the Contractor, if any, shall be due and payable, and all work in progress shall become property of the Foundation and will be turned over promptly by the Contractor

 7. Contractor shall be an independent contractor, and not an employee of USF or the Foundation, within the meaning of all federal, state and local laws and regulations governing employment insurance, workers’ compensation, industrial accident, labor and taxes. Neither party shall have supervision or control over the other party’s day-to-day activities, employees, faculty, staff, representatives or volunteers in the performance of their duties. The Foundation shall not be liable for employment or withholding taxes respecting Contractor. The Contractor shall be responsible and liable for payment of all FICA/Social Security and other taxes resulting from the Agreement including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes.

 8. Contractor agrees to hold confidential and to protect any and all information provided by USF Foundation to the full extent permitted by law. Contractor will return all information provided by USF Foundation upon completion of the contracted services and shall not use USF Foundation information, including but not limited to any donor or prospect information, for any purpose other than as identified in the scope of services of this contract. Contractor shall indemnify and hold harmless USF Foundation for any loss or damages resulting from Contractor’s breach of this provision.

**DEAN / DIRECTOR APPROVAL:**

**SIGNATURE: .**

**NAME (TYPED): .**

**TITLE (TYPED): .**

**DATE: .**

**FUND: .**

**The parties have executed this Agreement by signing below.**

**CONTRACTOR:**

|  |  |  |
| --- | --- | --- |
| **USF STUDENT** | [ ]  YES | [ ]  NO |
| **USF EMPLOYEE** | [ ]  YES | [ ]  NO |
| **FORMER USF EMPLOYEE** | [ ]  YES | [ ]  NO |

**If YES to Former USF employee, please provide title & brief description of work performed in the line below;**

 **.**

 **.**

**Federal Tax Classification:**

[ ]  INDIVIDUAL / SOLE PROPRIETORSHIP

[ ]  PARTNERSHIP

[ ]  LIMITED LIABILITY CORPORATION

[ ]  CORPORATION

I am a United States Citizen [ ]  YES [ ]  NO

**IF NO,** are you a permanent resident: [ ]  YES [ ]  NO

(Please provide a copy Green Card if a Permanent Resident)

**SIGNATURE: .**

**NAME (TYPED): .**

**TITLE (TYPED): .**

**SOCIAL SECURITY NUMBER: .**

**ADDRESS: .**

**DATE: .**

**UNIVERSITY OF SOUTH FLORIDA FOUNDATION, INC.:**

**SIGNATURE: .**

**NAME (TYPED): .**

**TITLE (TYPED): .**

**DATE: .**

***INITIATOR*: . *CAMPUS MAIL POINT*: .**