



INDEPENDENT CONTRACTORS for WMU INTELLECTUAL PROPERTY

These four steps must be completed prior to proceeding with the Agreement below.

HUMAN RESOURCES

Is the individual who is providing services a current WMU student, faculty or staff member? YES NO

Is the individual a current/former WMU employee (continuing, temp, term, part-time, student) who will be providing services *similar* to their WMU duties within the last two years? YES NO

- **IF YES to either question, *STOP*. Do NOT continue with this form.** These people are considered “WMU employees” (for tax purposes) and NOT independent contractors. Contact Human Resources for further instruction regarding paying these individuals for services rendered. **IF NO, continue.**

SCOPE OF WORK

Does the work include a trade skill found in Facilities Management? (carpentry, plumbing, painting, electrical, landscaping, custodial, etc.) YES NO

• If you answered yes to the first question, is the work performed on campus? YES NO

- **IF YES, for both questions, *STOP*. Do NOT continue with this form.** Engage Facilities Management employees for the work per union contract. **IF NO, continue.**
- **IF YES for the first question and no for the second question, continue.**

TAXATION

Is the individual a foreign national performing tasks or providing services for WMU? YES NO

Is the individual providing personal services for WMU for which no payment is required/requested? YES NO

- **IF YES to the first question, *STOP*. Do NOT continue with this form.** See [Foreign National Payments General Info](#) for further instructions and attach evidence of their approval. **IF NO, continue.**

FOREIGN PURCHASES

Does this contract or agreement involve: a) the physical shipment of items from the United States to a foreign country; b) the release or presentation of *unpublished, restricted, or controlled* information regarding technology, research, or data to any foreign person(s) or entity within or outside the United States by way of visual inspection, oral transmission, conference presentation, or training? YES NO

- **IF YES, *STOP*. Do NOT continue with this form.** Contact WMU’s Research Export Control Officer for export control compliance to this Agreement before it will be approved for purchase, and attach evidence of their approval. See <https://wmich.edu/research/compliance/exportcontrol> **IF NO, continue.**

CONFLICT OF INTEREST

CONTRACTOR must act in a manner consistent with its duties to the University and shall ensure that there are no conflicts of interest between its duties to the University and other employment, personal duties, or relationships. CONTRACTOR must disclose any actual or potential Conflict of Interest related to this Agreement prior to signing this Agreement. Failure to do so could void this Agreement. To disclose, see University’s Employee Conflict of Interest Policy [here](#).

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made and entered into by and between the Board of Trustees of Western Michigan University on behalf of _____ [department name] (WMU), with principal offices located at 1903 W. Michigan Ave., Kalamazoo MI, 49008 and _____ (CONTRACTOR). For the mutual consideration described herein, the parties agree as follows:

WMU CONTACT NAME/EMAIL/PHONE/MAIL STOP: _____

RETURN TO (if different than WMU Contact): _____

WMU FUND AND COST CENTER: _____

CONTRACTOR'S OFFICIAL NAME (per W-9): _____

DBA (if different from official name): _____

CONTRACTOR'S ADDRESS/EMAIL/PHONE: _____

SCOPE OF WORK (REQUIRED INFORMATION includes work details, dates, times, where work is to be performed, deliverables, etc. *attach additional sheets, as necessary*):

AMOUNT PAYABLE TO CONTRACTOR (include initial purchase price ***and*** any ongoing fees: \$ _____)

If amount of purchase is >\$5,000, you must attach approved sole source form.

TERM OF AGREEMENT (*must not exceed 12 months*): Effective Date _____ Expiration Date _____

IN WITNESS WHEREOF, the Parties have executed this Agreement hereto on the date indicated below their respective signatures. ***Signatures should be obtained in the order written below. Routing preferred via email. E-signatures allowed.***

CONTRACTOR NAME: _____

Sign: _____

Title: _____

Print: _____

Date: _____

WMU DEAN/CHAIR/DIRECTOR/DEPARTMENT HEAD (WITH BUDGET AUTHORITY):

Sign: _____

Title: _____

Print: _____

Date: _____

WMU GRANTS & CONTRACTS (FUNDS 25-30 [Exhibit B&C](#) as necessary: grants-services@wmich.edu):

Sign: _____

Title: _____

Print: _____

Date: _____

WMU BUSINESS SERVICES (michele.cole@wmich.edu):

Sign: _____

Title: Director, Business Services

Print: Michele Cole

Date: _____

INDEPENDENT CONTRACTOR AGREEMENT TERMS AND CONDITIONS

1. CONTRACTOR warrants and represents that CONTRACTOR is engaged in an independent business, is fully qualified, and has all required, currently effective licenses and/or certifications to perform the services described; has adequate insurance coverages for itself and WMU against liability or any claims that arise from or regarding the services to be performed; and has complied and will continue to comply with all federal, state, and local laws regarding business permits, licenses, taxes, and governmental obligations of any kind that may be required to carry out the business, the tasks to be performed, and the payments received by CONTRACTOR under this contract.
2. If this contract involves any transactions with a federal agency, CONTRACTOR has certified that CONTRACTOR complies with Federal Executive Order 12549 and FAR 521.209-5 and has reviewed and signed [Exhibit B&C](#) (if applicable). See <https://wmich.edu/business-services/forms>.
3. CONTRACTOR responsibilities include setting own hours and/or the sequence of work, and providing and completing training and supervision of its employees. CONTRACTOR will not be trained or supervised by a WMU employee, and will not supervise employees of WMU.
4. WMU will not be liable to CONTRACTOR for any of CONTRACTOR's expenses unless otherwise agreed to in writing (attach Exhibit A if needed).
5. CONTRACTOR retains the right to control the manner by which the services (described above) are to be performed. CONTRACTOR expressly understands and agrees that neither CONTRACTOR, nor any employee or agent of CONTRACTOR, in the performance of CONTRACTOR's services required under this Agreement, shall be treated or otherwise considered to be an employee(s) of WMU for taxes, worker's compensation, unemployment compensation, insurance, fringe benefits, or any other purpose, except as may otherwise be required by law. No payroll, employment, or other taxes of any kind shall be withheld or paid by WMU with respect to payments to CONTRACTOR, unless as otherwise required by law. CONTRACTOR understands and agrees that CONTRACTOR is solely responsible for compliance with all laws regarding the timely reporting and payment of all income and other taxes and other governmental liabilities resulting from the performance of CONTRACTOR's services.
6. Notwithstanding anything contained in this agreement to the contrary, WMU reserves the right to terminate this agreement immediately for any or no reason and prior to the stated end date, including but not limited to termination based on WMU's finding that CONTRACTOR has failed to perform in accordance with the terms of this agreement. In the event CONTRACTOR has performed part of the tasks or services, WMU may, in its sole discretion, pay CONTRACTOR a prorated amount. Any prorated amount may be adjusted if WMU must retain another contractor at a higher cost to perform the services or tasks originally agreed-to by CONTRACTOR or if WMU suffers other damages as a result of CONTRACTOR's failure to perform as described in this Agreement.
7. IC and WMU intend this to be a contract for services and each considers the products and results of the services to be rendered by IC hereunder (the "Work") to be a work made for hire. IC acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of WMU. If for any reason the Work or any part thereof would not be considered a work made for hire under applicable law, IC does hereby sell, assign, and transfer to WMU, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
8. IC does hereby sell, assign, and transfer to WMU all other Intellectual Property that has or may be developed by IC in connection with this agreement, including all patents, trademarks, trade secrets, technical data, information, inventions, ideas, discoveries, improvements, derivative works, know-how, work product, industrial property and all other forms of intellectual property, whether or not patentable, to WMU.
9. IC agrees to execute all papers and to perform such other proper acts as WMU may deem necessary to secure for WMU or its designee the rights herein assigned.
10. IC warrants and agrees that all employees, agents, and subcontractors of IC that will be involved in providing services in connection with this agreement shall be obligated to assign all copyrights and all other Intellectual Property to IC or to WMU consistent with the terms set forth in this agreement.

11. CONTRACTOR has no authority to enter into any contract(s), promise(s), or agreement(s) on behalf of WMU. This agreement, in whole or in part, may not be assigned by CONTRACTOR.
12. This agreement shall be governed by and construed pursuant to the laws of Michigan.
13. To the fullest extent permitted by law, CONTRACTOR shall be liable for, fully indemnify, and hold WMU, its Board, president, officers, and employees harmless from and against any or all claims, demands, actions, and liability arising out of, resulting from, or attributable to CONTRACTOR's, CONTRACTOR's employees', agents' or subcontractors' performance or nonperformance of any services or work covered by this Agreement, and/or for any breach or warranty.
14. This document constitutes the entire agreement of the parties. No other representation, promises or agreements, oral or otherwise, unless written and duly executed, shall be of any force or effect.
15. CONTRACTOR certifies that CONTRACTOR is at least 18 years of age or a separate legal entity in good standing.
16. CONTRACTOR agrees to follow all relevant University policies or procedures while on campus or while performing work for WMU.
17. CONTRACTOR certifies that none of its employees, contractors, paid advisors, or relatives of any of the above is a WMU employee at any time during the term of this agreement. If CONTRACTOR is unable to so certify, it must explicitly disclose any existing conflict of interest to WMU Business Services immediately. In such situations, Business Services will provide an opinion, in writing, explaining whether CONTRACTOR may proceed with this Agreement. Such writing must be attached hereto.