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| **Independent Contractor Agreement**  **For Professional Services**  THIS AGREEMENT is made this **Month Day, Year** by and between District Board of Trustees, Florida SouthWestern State College, Florida hereinafter referred to as "FSW," and **Name of Consultant** , hereinafter referred to as "Consultant."  RECITALS  WHEREAS, FSW is a State College operated by the State College District Board of Trustees under statutory authority and the rules of the State Board of Education with the primary mission and responsibility of responding to community needs for post-secondary academic education and technical degree education;  WHEREAS, Consultant is an individual or entity that provides professional services;  WHEREAS, FSW desires to utilize the services of Consultant, as an independent contractor, to provide services as described in section one; and  WHEREAS, Consultant desires to so render such professional services according to the terms and conditions set forth in this Agreement.  **OPERATIVE PROVISIONS**  NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:  1. Creation of Contractual Relationship. FSW hereby contracts with Consultant, and FSW and Consultant hereby agree that Consultant shall, provide **Please provide info here describing services that consultant will provide: Who, What Where, When, and How**  2. Term of Engagement. The term of this Agreement commences on **Start Date** and terminates on  **Date End** or until otherwise terminated in accordance with the termination provisions of Paragraph 6 below.  3. Relationship Between Parties. Consultant is retained by FSW only for the purposes and to the extent set forth in this Agreement, and as may be more specifically directed and instructed by FSW from time-to-time. Consultant's relation to FSW shall be that of an independent contractor. Consultant shall not be considered an employee, agent, or representative of FSW, nor be entitled to participate in any plans, arrangements, or distributions by FSW pertaining to or in connection with any pension, stock, bonus, profit-sharing, or similar benefits for its employees, agents, and representatives.  4. Duty to Perform Services. During the term of this Agreement, Consultant shall provide the services described above in section 1. It is understood and agreed that FSW has no detailed control over the manner or method by which Consultant meets its obligations under this Agreement.  Consultant agrees to exert Consultant's best efforts in providing services as provided by and under this Agreement. | Consultant further agrees to observe and comply with the policies, standards, and procedures of FSW, as adopted  from time-to-time by its Board of Trustees, provided they are reasonable and do not violate any rule, regulation, or law of any governmental body. Consultant acknowledges receipt of such policies, standards, and procedures of FSW. Consultant agrees to abide by State Board of Education Rule 6A-14.0718 and Section 1004.06, Florida Statutes.  5. Compensation of Consultant by FSW. FSW agrees to pay Consultant a rate of  **Dollar Rate.** Total compensationshall not exceed **Dollar Amount not to Exceed** under this Agreement. Consultant shall not be paid for any preparation and travel time**.** Consultant shall submit invoices to FSW for services rendered. Each invoice must contain a summary of the services rendered, date rendered, and the number of hours expended for such services. An incomplete invoice will result in a delay in payment. All payments shall be paid to Consultant at the address listed in the signature line. Consultant, as an independent contractor, acknowledges that all employment taxes and employment insurance are the responsibility of Consultant.  6. Termination of Agreement. **Termination at Will.** This Agreement may be terminated by FSW by written notice to Consultant of such intent to terminate at least ten (10) days prior to the effective date of such termination. **Termination for Cause**. Notwithstanding the provisions above FSW may, upon five (5) days’ written notice to Consultant setting forth with specificity the basis for the termination, terminate this Agreement for Cause. For purposes of this Agreement, “Cause” is defined as Consultant’s failure to perform the Services within the time specified herein or any extension thereof or Consultant’s failure to adhere to any terms of this Agreement.  7. Professional, Liability Insurance, Workers Compensation Insurance, and Local Business Tax License. Consultant shall have and maintain types and amounts of insurance that at a minimum cover the Consultant’s exposure in performing this agreement. Additionally, Consultant shall maintain Worker’s Compensation insurance as required by law. Consultant shall also pay all fees for any Local Business Tax License or similar license which may be required. Consultant shall provide written evidence of insurance and licenses at such periodic intervals as FSW may request.  8. Ownership. College shall own all data, information and other work arising directly from Consultant’s performance hereunder. College shall at all times have access to review the ongoing work of Consultant for purposes of inspecting same and determining that work is being performed in accordance with the terms of this Agreement. Immediately upon termination of this Agreement for any reason, all such data, information and other work, in whatever form, shall be turned over to College. Any works of authorship developed in the course of performance under this Agreement shall be deemed works-for-hire under federal copyright law and all ownership rights to such copyrightable works shall be the property of College. Should any works of authorship not constitute works-for-hire under federal copyright law, Consultant hereby grants, transfers, assigns and conveys to College and its successors and assigns, |
| 8. Ownership continued. Consultant’s entire right, title, and interest in and to such works or any part thereof, including but not limited to the following rights: to reproduce; to prepare derivative works; to distribute by sale, license or other transfer; to perform publicly; to display; and to secure copyrights and renewals, reissues and extensions of any such copyrights in the United States of America or any foreign country.  9. Indemnification/Copyright and Intellectual Property.If Consultant uses copyrighted materials or documents not owned by FSW (“Copyrighted Materials”) in Consultant’s performance of the Agreement, Consultant represents and warrants that it owns, or is licensed to use and to authorize others to use, the Copyrighted Materials. Consultant will, at its expense, defend any suit brought against FSW and will indemnify FSW against an award of damages and costs made against FSW by a settlement or final judgment that is based on a claim that FSW’s use of the Copyrighted Materials infringes a trademark or copyright of a third party. This provision shall survive termination of the Agreement.  10. Indemnification. The Consultant agrees to indemnify and hold the College, its officer’s, agents, and employees harmless from any and all loss, cost, liability, and expense (including attorney’s fees) arising, growing out of, or in any way connected with, any other claims or litigation now or hereafter asserted with respect to any injury or damages resulting from or arising out of any alleged defect in the work, goods, or materials ordered herein or by reason of the design or construction thereof, and agrees to reimburse College for any and all expenses (including attorney’s fees) in connection thereof.  11. Use of FSW Name or Marks. Consultant shall not use College’s name, trademarks or service marks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of FSW’s Senior Vice President/Chief Operating Officer.  12. Situs. This document shall be interpreted and enforced in accordance with the laws of the State of Florida and the rules and regulations of the District Board of Trustees of FSW. Venue for any dispute under this Agreement shall exclusively be in the courts of competent jurisdiction sitting in Lee County, Florida. | 13. Notices. Whenever any notice is required or permitted to be given under any provision of this Agreement, such notice shall be in writing, signed by or on behalf of the party giving notice, and shall be deemed to have been given when delivered by personal delivery or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the party to whom such notice is to be given as follows: 1) To Florida SouthWestern State College, 8099 College Parkway, Fort Myers, FL 33919, Attn: Senior Vice President/Chief Operating Officer, 2) To Consultant at the Name and address listed in the signature line.  14. Non-assignability. This Agreement is personal to Consultant. Consultant shall not assign, pledge, or transfer any interest in this Agreement, nor delegate any duty, obligation, and responsibility hereunder, without the prior written consent of FSW.  15. Binding Effect. This Agreement is not binding upon FSW, the State Board of Education of Florida, or the District Board of Trustees of FSW until it has been signed by a person with a specific delegation of authority to sign on behalf of FSW.  16. Modification. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any change or modification is sought. This instrument by its terms does hereby revoke any and all prior understandings of the parties whether oral or written.  17. Construction. In the event of any dispute as to the precise meaning of any term contained herein, the principles of construction and interpretation requiring written documents be construed against the party preparing the written document shall not be applicable.  18. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, all prior negotiations, understandings, and agreement, whether oral or written, with respect to the subject matter contained herein. |

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written with the intent to be legally bound.

Consultant: District Board of Trustees, Florida SouthWestern State College

By: By: Date:

Name: Jason Dudley

Address: Vice President IT & Digital Strategies/Chief lnformation Officer

Date:

Florida SouthWestern State College, an equal access institution, prohibits discrimination in its employment, programs and activities based on race, sex, gender identity, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information or veteran status. Questions pertaining to educational equity, equal access or equal opportunity should be addressed to the College’s Title IX Coordinator/Compliance Officer: 8099 College Parkway SW, Fort Myers, FL 33919; (239) 489-9051; [compliance@fsw.edu](mailto:compliance@fsw.edu). FSW online anonymous reporting www.fsw.edu/report. Inquiries/complaints can be filed with the Title IX Coordinator/Compliance Officer online, in person, via mail, via email, or with the US Department of Education, Office of Civil Rights, Atlanta Office: 61 Forsyth St. SW Suite 19T70, Atlanta, GA 30303-8927.