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| **Section 1: Independent Contractor Information** |

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| --- | --- | --- | --- | --- |
| Last Name: | | First Name: | | M.I.: |
| DBA/Company Name (if applicable): | | | | |
| Telephone:    -   - | Email: | | | |
| **1Services Performed:** | **Within CA (   %)** | | **Outside CA (   %)** | |

1When services are performed both within and outside California, if the percentage of worked performed at each location changes from what is stated on this ICA form, the IC must include the new percentages on the applicable invoice.

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| **Section 2: Scope of Work Summary** |

**Note:** A detailed Statement of Work (SOW) must be attached as Attachment C and is hereby incorporated by reference.

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Source of Funds for Project: | | Sponsored Project Account | | | | Unrestricted Account | | |
| Project Title: | | | | | | | | |
| Project Start Date:    /    / | | | | | Project End Date:    /    / | | | |
| Will deliverables be provided by Contractor? If yes, a description of all deliverables shall be provided in the SOW. | | | | | | | Yes | No |
| Will reports be required? | Yes | | No | How often will reports be required? | | | | |
| To who are reports delivered? | | | | | | | | |

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| **Section 3: Estimated Payment Amount** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Unit of Pay | | | | $ Per H/D/W/M | #of H/D/W/M | Est. Payment ($x#) |
| Hourly | Daily | Weekly | Monthly |  |  |  |

OR

|  |  |  |
| --- | --- | --- |
| Fixed Amount Per Project: | |  |
| Estimated Number of Hours Spent on Fix Amount Project: |  |

OR

|  |  |
| --- | --- |
| Other: |  |

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| **Section 4: Estimated Reimbursement Amount** |

**Note:** ICs eligible for out-of-pocket reimbursements must stay within university’s [maximum rates](http://fbs.usc.edu/depts/DC/page/1246/maximum-rates/). For payment options for reimbursable expenses, go to [Independent Contractor Processes](http://fbs.usc.edu/depts/purchasing/page/5225/ic-processes/), Expense Reimbursement Processes.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Eligible for out-of-pocket reimbursements? | | | | Yes | No |
| Travel | Meals | Printing |  |  | |
| Other: | | | | | |
| Estimated Reimbursement: | | | |  | |

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| **Section 5: Estimated Total Contract Amount** |

|  |  |  |
| --- | --- | --- |
| Est. Payment:       +  Section 3 | Est. Reimbursement:       =  Section 4 | Est. Total Contract Amount: |

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| **Section 6: Sponsored Project Accounts** |

If the IC is providing services under a Sponsored Project, a **Request for an Independent Contractor or Individiual on a Sponsored Project** (Attachment A) must be signed by the Principal Investigator and submitted along with this Agreement and the IC’s resume or curriculum vitae to the USC [Department of Contracts and Grants](http://research.usc.edu/dcg/) for allowability.

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| **Section 7: Services to HealthCare Units (Leave Blank if N/A)** |

7.1 **STARK QUESTIONNAIRE.** Independent contractors providing services to Keck Medicine of USC, the University Park Health Center, the USC School of Pharmacy, and/or the Herman Ostrow School of Dentistry must disclose the following:

|  |  |  |
| --- | --- | --- |
| Is independent contractor’s firm owned in whole or part by a physician (or an immediate family member of a physician) who may refer patients or treat patients at USC? | Yes | No |
| Is independent contractor’s firm owned in whole or part by any person (other than a physician or an immediate family member of a physician) who may refer patients to USC? | Yes | No |
| Does independent contractor employ or contract with a physician (or an immediate family member of a physician) who may refer patients or treat patients at USC? | Yes | No |
| If independent contractor is contracting with USC as an individual or is the single owner of the company, is the individual a physician or an immediate family member of a physician who may refer patients or treat patients at USC? (\*) | Yes | No |

7.2 **STARK CONFIRMATION**. If IC responded “yes” to any of the above, please complete the following:

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| --- |
| Name of Physician: |
| Name of Individual Who Refers Patients to USC: |
| Name of the immediate family member(s) of the physician or other person (if applicable): |

7.3 **HIPAA/PRIVACY AGREEMENT**.If IC intends to interact with patients or will have access to patient records, USC must have on file a Business Associate Addendum (BAA)to be in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The completed BAA should be attached to this Agreement.

If IC will have access to sensitive data or information other than access to patients or patient data, information such as payroll, personnel, or financial, then USC must have on file a Privacy and Security Addendum (Addendum). The completed Addendum should be attached to this Agreement.

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| **Section 8: Terms and Conditions** |

The Parties to this Independent Contractor Agreement (“Agreement”) are the University of Southern California (“USC”) and the Independent Contractor (“Contractor”) identified in Section 1 of this Agreement. The Parties agree as follows:

8.1 **PROJECT COVERED.** USC hereby engages Contractor to perform the tasks described in this Agreement and incorporated SOW., and Contractor hereby agrees to perform such tasks (the “Project”). Both Parties agree that the Contractor engaged in providing service is strictly and at all times an “independent contractor.”

8.2 **INDEPENDENT CONTRACTOR RELATIONSHIP.** For all purposes, including but not limited to the Federal Insurance Contributions Act (“FICA”), the Social Security Act, the Federal Unemployment Tax Act (“FUTA”), income tax withholding requirements, California Personal Income Tax Withholding (“PIT”), California Unemployment Insurance taxes (“UI”), California Disability Insurance (“SDI”), the Worker’s Compensation Act (“WCA”), and all other applicable federal, state and local laws, rules and regulations, Contractor, and Contractor’s respective employees, if any, shall be treated as independent contractors and not as employees of USC.

8.3 **PREVIOUS EMPLOYMENT**.

|  |  |  |
| --- | --- | --- |
| Has Contractor been previously employed by USC or a USC-operated Hospital? | Yes | No |
| If yes please provide the dates of employment and the department name where you were last employed. If you are a current USC employee you cannot be an Independent Contractor; please do not complete this Agreement. | | |

8.4 **NO BENEFITS.** Contractor agrees that the Contractor and the Contractor’s employees are not entitled to any benefits that USC provides to its employees and Contractor hereby waives the right to participate in any such programs. Contractor also agrees that, consistent with independent contractor status, Contractor will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.

8.5 **TAX REPORTING AND FILING.** Contractor acknowledges and agrees that the Contractor shall be responsible for filing all tax returns, tax declarations, and tax schedules, and for the payment of all the taxes required, when due, with respect to any and all compensation earned by Contractor under this Agreement. USC will not withhold any employment taxes from compensation it pays Contractor. USC will report the amount it pays Contractor on IRS Form 1099 to the extent required to do so under applicable Internal Revenue Code provisions and state or local law.

8.6 **CALIFORNIA NONRESIDENTS.** Payments made to service Contractors that do not have a permanent place of business in the state of California or that are not qualified through the Office of the Secretary of the State to do business in California are subject to **seven percent (7%) state income tax withholding** (California Revenue and Taxation Code Section 18662). . For more information contact:

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| **Non Resident Withholding Section MS F F-265**  **California Franchise Tax Board** |

|  |  |
| --- | --- |
| P.O. Box 651 | Telephone: (916) 845-4900 |
| Sacramento, CA 95812-0651 | Fax: (916) 845-4831 |

8.7 **AUTO INSURANCE.** A Contractor performing work at or for USC will be required to maintain the following auto insurance coverage at the Contractor’s own expense.

* Contractors driving his/her company car at or for USC (e.g. a non-personal car) will be required to have coverage for Bodily Injury and Property Damage with the combined single limits of $1,000,000 each occurrence.

It is the Contractor’s responsibility to ensure that the required insurance remains in effect for the entire duration of the awarded contract. If requested by USC, it will be the Contractor’s full responsibility to provide USC with evidence of the required insurances. Contractors performing construction, maintenance, or architectural work have additional insurance requirements and should contact Purchasing Services.

8.8 **EQUIPMENT AND TOOLS.** Contractor is responsible for the purchase and maintenance of Contractor’s own equipment.

8.9 **USC EXPENDITURE POLICIES.** Contractor acknowledges that Contractor is eligible for reimbursements (e.g. travel, meals, supplies, etc.) only if specified in Section 4 of this Agreement. Contractor further agrees that reimbursable amounts are only up to the limits identified in Section 4 or the university’s [maximum rates](http://fbs.usc.edu/depts/DC/page/1246/maximum-rates/), whichever is lower.

8.10 **INVOICING INSTRUCTIONS.** Contractor agrees that invoices, if applicable, will be submitted to the department engaging the Contractor. Invoices should contain, at a minimum, the following information: 1) date the invoice; 2) Bill to the University of Southern California; 3) Purchase Order Number (if applicable), 4) Description of work and hours performed, 5) dates of service, and 6) payment amount.

8.11 **MANNER, TIME, AND LOCATION.** If and when Contractor chooses to accept a Project with USC, Contractor will be required to complete the assigned Project within the period specified in this Agreement’s Scope of Work (Section 2). Contractor agrees to provide reports detailing the Project, if required in Section 2 of this Agreement. USC reserves the right to take remedial measures to successfully complete the Project and may charge Contractor if Contractor fails to successfully complete the Project in a timely manner.

8.12 **TERMINATION.** USC may terminate this Agreement at any time without cause on thirty (30) days written notice. In the case of a material breach of this Agreement by one Party, the other Party shall have the right to terminate this Agreement with no advance notice if, after providing the breaching Party with notice of the breach, the breaching Party fails to cure the breach within three (3) days after receipt of the notice of breach. If Contractor is engaged pursuant to a sponsored project, then USC may terminate this Agreement as directed under the provision of the sponsored project.

8.13 **PROPRIETARY INFORMATION.** All services provided by IC to USC pursuant to this Agreement shall be confidential. During the term of this Agreement Contractor may have access to USC’s internal records, systems and methods of operating its business, trade secrets, customer lists, price lists, contract information and other confidential or proprietary information. Contractor agrees that all such information is the exclusive property of USC, irrespective of whether such information was created or prepared by the Contractor or others. Contractor further agrees that Contractor will not, at any time, in any manner, directly or indirectly, disclose such information to any person or entity, or use such information other than in furtherance of the purposes of USC. Upon termination of this Agreement, Contractor will deliver to USC all property of USC, including any written memorial of, or documents relating to, the information described above, in whatever manner maintained or stored. The Parties agree that this Paragraph shall survive the termination of this Agreement.

8.14 **INTELLECTUAL PROPERTY.** Contractor expressly acknowledges and agrees that all discoveries, inventions, processes, designs, plans, and trade secrets, whether of a technical nature or not, made or developed by Contractor alone or in conjunction with any other person or entity while accomplishing the Project (“Intellectual Property”), shall be the sole and exclusive property of USC and USC may use and reuse Intellectual Property, in whole or in part, in all media, whether now or later existing, throughout the universe, in perpetuity, including but not limited to the exclusive right to reproduce, perform and exploit the Intellectual Property, and all information regarding Intellectual Property, concurrent with the discovery or development of the Intellectual Property. If the Intellectual Property or the results and proceeds thereof constitute “works of authorship” within the scope of the U.S. Copyright Law, the foregoing shall be deemed “works for hire” and USC shall be considered the sole author and owner of all rights comprised in the copyright and/or patent thereof and shall have the exclusive right to seek patent and/or copyright protection in USC’s name. In the event that any Intellectual Property does not constitute “works for hire,” Contractor hereby assigns all rights thereto exclusively to USC for any and all purposes of USC. At all times during its term and after the termination of the Agreement, Contractor shall assist USC in obtaining and maintaining, for USC’s benefit, copyrights and other relevant legal protections in such materials and Contractor shall execute and cause its subcontractors to execute such further instruments as USC may reasonably require as evidence of ownership of such rights. Contractor agrees that he/she will not use or disclose any Intellectual Property owned by USC without the express written permission of USC.

8.15 **INDEMNIFICATION.** Contractor indemnifies and hold harmless USC from and against any and all liabilities, losses, damages, claims or causes of action, and any related expenses including reasonable attorneys’ fees that are caused, directly or indirectly, by or as a result of the performance by Contractor or his/her employees or agents of the Project, provided that nothing herein shall be construed to require Contractor to indemnify USC from or against the gross negligent acts of USC or its employees. Contractor is not an employee and will indemnify and hold harmless USC for any injuries or claims suffered by Contractor or his/her employees or agents that would otherwise be subject to the Worker’s Compensation Act. USC reserves the right to withhold from the payment due and owing to the Contractor any damages that are caused, directly or indirectly, by or as a result of the performance by Contractor or his/her employees or agents of the Project.

8.16 **NOTICES.** Any notice under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to USC or to Contractor at the corresponding addresses indicated in Attachment B. Contractor is obligated to notify USC in writing of any change in his/her address including updating the USC Supplier Portal, if applicable Notice of change of address shall be effective only when done in accordance with this Paragraph. All notices should be mailed to Disbursement Control.

8.17 **ADDITIONAL REQUIREMENTS.** Contractor will comply with all applicable requirements that may be communicated by USC, including but not limited to compliance with all USC policies and procedures. USC may require that Contractor receive education and/or training related to USC policies, including training pertaining to Sexual Harassment. However, failure to receive any specific training shall not excuse adherence by Contractor to all USC policies. If Contractor is performing work pursuant to a sponsored project, all documents and records of Contractor pertaining to the Project shall be available for review and inspection by USC, the sponsors of the Project, and relevant government agencies.

8.18 **INTEGRATION.** This Agreement fully supersedes any and all prior agreements or understandings between the Parties hereto or any of their respective affiliates with respect to the subject matter hereof and/or Project, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both Parties hereto subsequent to the execution of this Agreement. This Agreement’s terms and conditions shall prevail should any contradiction arise between this Agreement and any content attached by the Independent Contractor.

8.19 **AMENDMENTS; WAIVERS; SEVERABILITY.** This Agreement may not be amended except by a written addendum, signed by each of the Parties . The Parties acknowledge that they are not relying on any statement that is not set forth in this Agreement. Failure to exercise any right under this Agreement shall not constitute a waiver of such right. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

8.20 **ASSIGNMENT.** USC shall have the right to assign this Agreement to any related, affiliated or subsidiary entity. Contractor shall not assign any rights or obligations under this Agreement.

8.21 **ATTORNEYS’ FEES.** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys’ fees and costs.

8.22 **DISPUTE RESOLUTION; APPLICABLE LAW.** All disputes arising under or in connection with this Agreement shall be submitted to Judicial Arbitration and Mediation Services, Inc. (“JAMS”) or successor organization for binding arbitration in Los Angeles County by a single arbitrator who shall be a former California Superior Court judge. The arbitrator shall be selected by JAMS in an impartial manner determined by it. Except as may be otherwise provided herein, the arbitration shall be conducted under the California Arbitration Act, Code of Civil Procedure § 1280 et seq. The Parties shall have the discovery rights provided in Code of Civil Procedure §§ 1283.05 and 1283.1. The arbitration hearing shall be commenced within 180 days of the filing of this application with JAMS by any Party hereto, and a decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under California law, including the award of punitive damages where legally available and warranted. The arbitrator shall award costs of the proceeding, including reasonable attorney’s fees, to the Party determined to have substantially prevailed. This Agreement shall be governed in all respects by the laws of the State of California.

8.23 **FORCE MAJEURE.** Neither Party shall be liable for any damages or other losses resulting from failure to perform its obligations under this Agreement where such failure is the result of a cause beyond the Party’s reasonable control.

8.24 **ATHLETES AND AGENTS.** USC is committed to preventing any actions that threaten the NCAA eligibility of its student-athletes or the ability of USC to remain in compliance with NCAA rules, and is committed to protecting student-athletes from any contact, communication, or conduct with individuals who seek to inappropriately contact or represent student-athletes before their eligibility is exhausted or voluntarily terminated. Accordingly, Contractor acknowledges and agrees to the following:

A. It is a violation of USC policy for any Contractor to take any actions that threaten the NCAA eligibility of a student-athlete or the ability of USC to remain in compliance with NCAA rules. Contractor must immediately disclose the facts about such actions in writing to USC’s Vice President for Athletic Compliance.

B. Any Contractor who holds itself out as directly or indirectly representing student-athletes for the purpose of marketing their athletic ability or reputation, or who has certification, licensing or registration as a sports or athlete agent, and any person working for or at the direction of any such individuals (“Agents”) must immediately provide notification of such facts in writing to the USC Vice President for Athletic Compliance, as follows:

1. At the time of entering into a contract, vendor agreement or other arrangement to do business with USC, and at the time of entry onto the property of USC, or any athletic facilities and venues where USC teams play or practice to interact with its student-athletes.

2. If the certification, license or registration is received after commencement of the Contractor’s contract, vendor agreement, or arrangement to do business with USC, notification must be provided within 24 hours of certification, licensure or registration by the state, professional sports organization or other entity.

3. If a Contractor is involved in forming a business or company for the purpose of marketing an athlete’s athletic skill or reputation after the commencement of the Contractor’s contract, vendor agreement, or arrangement to do business with USC, the Contractor must provide notification within 24 hours of formation or filing paperwork with the state (or other governmental body) concerning such business entity.

C. All Agents must sign a document provided by the USC Vice President for Athletic Compliance attesting to the individual’s understanding and agreement to comply with all of USC’s rules regarding conduct for sports and athlete agents (including adherence to all applicable NCAA rules regarding agents).

D. All Agents must comply with rules pertaining to agents as published by the NCAA. These rules, which are strictly adhered to by USC, include but are not limited to, prohibiting Agents from:

1. Providing student-athletes who have remaining eligibility with any type of benefit, including food, cash, services, merchandise, transportation, housing accommodations, or other benefits not available to the student body in general; and

2. Entering into any type of verbal or written agreement to represent or to facilitate the future representation of a student-athlete who has remaining eligibility with regard to the student-athlete’s athletic ability or reputation.

USC shall have the right to immediately terminate any agreement with a Contractor, or to revoke admission to any USC property or event to any Contractor, who fails to meet the requirements set forth within this Section 8.24.

8.25 **CONFLICT OF INTEREST.**

|  |  |  |
| --- | --- | --- |
| Is there a Financial Relationship1 between Contractor and a USC employee or Close Relation2? | Yes | No |
| If yes, please describe: | | |

1“Financial Relationship” includes: (i) compensation or other remuneration for services performed; (2) equity interests (stocks, options, warrants); or (3) management role (director, officer or any other position that has significant decision making authority)

2“Close Relation” means spouses, domestic partners, parents, children, siblings and each of their respective spouses or domestic partners.

|  |  |  |
| --- | --- | --- |
| Does Consultant employ or engage any current USC employees or any Close Relations (full time, part time or voluntary)?  (Consultant includes owners, directors, officers and anyone with significant decision making authority) | Yes | No |
| If yes, please list: | | |

8.26 **CONTRACTOR ACKNOWLEDGMENT.** Contractor acknowledges that Contractor has read and understands this Agreement and has entered into it freely and voluntarily based on the Contractor’s own judgment and not on any representations or promises other than those contained in this Agreement.

Contractor Initials

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| **Section 9: Agreement Signatures** |

This Agreement is considered executed when signed by all representatives. Note that a signature from the Department of Contracts and Grants is required on Attachment B, if Contractor is being paid on a Sponsored Project Account. An authorized HR Partner must verify that the individual is correctly classified as an independent contractor (go to [HR Partners](http://www.usc.edu/dept/hr/hra/i-hrp_directory.html) for a list of departmental representatives).

|  |  |
| --- | --- |
| **University of Southern California Responsible Department Representative**  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name:  Title:  Date:      /     / | **Independent Contractor**  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name:  Title:  Date:      /     / |
| **University of Southern California Departments of Business Services**  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name:  Title:  Date:      /     / |  |