

## University of Maryland Independent Contractor/Consultant Agreement

Contract/Purchase Order #: \_\_\_\_\_

This Independent Contractor/Consultant Agreement (the "Agreement") is entered into between \_\_\_\_\_ (hereinafter "Contractor") and the University of Maryland, College Park, Maryland 20742 (hereinafter "the University"), a public agency and instrumentality of the State of Maryland. This Agreement shall be effective as of the date of last signature below.

### I. **Statement and Scope of Work**

- a. **Project Title:**
- b. **UMD Unit receiving services:**
- c. **Description** [including purpose/objectives; all deliverables/products/expected outcomes; personnel, supplies, material, equipment or travel required by UMD]:

- d. **Schedule, deliverable dates** [including any due dates, deadlines and milestones for deliverables]:

- e. **Contractor Obligations.** Except as provided herein, Contractor shall furnish the facilities, equipment, personnel, services and all other necessary and related items for the performance of the Work. Contractor warrants that the performance of the Work described in this Agreement shall be done in a safe, proficient and professional manner, shall conform to the highest standards, and shall adhere to all local, state and federal laws and regulations applicable to the Work hereunder.
- f. **Travel:** Travel expenses will not be reimbursed unless they are explicitly and specifically authorized in this contract;

II. **Compensation and Method of Payment.** The total amount of this Agreement is outlined below. Contractor shall be paid only for the items or services specifically named in this Agreement; no additional costs for items or services will be paid by the University without its prior express written consent.

- a. **Contract Price:** \$ \_\_\_\_\_ [insert payment schedule and/or requirement milestones for payment]
- b. **Travel Expenses, as applicable:**
  - i. Except as specifically provided herein, Contractor is solely responsible for all of Contractor's travel arrangements and costs.
  - ii. [INSERT IF APPLICABLE - UMD may reimburse Contractor for actual and reasonable travel expenses incurred in the successful performance of this agreement, such expenses not to exceed \$ \_\_\_\_\_.]
  - iii. All Contractor travel must be consistent with [UMD's travel policies](#).
  - iv. [INSERT IF APPLICABLE - Contractor must fully document any request for reimbursement with detailed invoices and actual receipts.]

III. **Term:** The term of this Agreement is effective upon last signature hereof and shall end on \_\_\_\_\_, unless otherwise agreed by the parties.

IV. **Intellectual Property**

- a. **Work for Hire.** Contractor understands and agrees that any and all materials and deliverables that are subject to copyright protection and are developed in connection with the performance of this Agreement (Works) shall constitute a work for hire as that term is defined in the Copyright Act of 1976, as amended. As a result, all right, title and interest in and to all such Works shall belong exclusively to the University, including without limitation all copyrights and other intellectual property rights therein. If for any reason a Work is not deemed to be a work for hire, Contractor hereby grants, transfers, sells and assigns, free of charge, exclusively to the University, all title, rights and interest in and to said Work, including all copyrights and other intellectual property rights. The Contractor further agrees to execute any other proper document the University deems necessary to ensure the complete and effective transfer of all rights in Works to the University.

- b. **Intellectual Property Warranty.** The Contractor represents and warrants that any materials or deliverables, including all Works, provided under this Agreement or incorporated into the deliverables, are (1) original, (2) not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights or any other rights of any third party, or (3) are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark, or patent infringement, University shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or Works in addition to any other remedy available to the University under law.

V. **Indemnification; Liability.**

- a. Contractor hereby discharges and releases UMD, its directors, officers, and employees, and agrees to indemnify and hold the same harmless from any and all liabilities, costs, claims, losses, damages or expenses arising from, or connected with, the Services provided hereunder. Contractor further agrees to indemnify, defend and hold harmless UMD, its directors, officers, and employees, against any cost, liability, expense, allegation or claim for damages incurred by UMD arising in any manner from failure of Contractor, its directors, officers, employees, contractors, subcontractors or agents to comply with any applicable laws, regulations, or standards in providing the Services. This clause shall survive the expiration or other termination of this Agreement indefinitely.
- b. UMD's liability shall be governed exclusively in accordance with Maryland Annotated Code, State Government Article, Title 12, as amended from time to time.
- c. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES, OR FOR LOSSES OF PROFIT, BUSINESS, OR ANTICIPATED SAVINGS OF THE OTHER PARTY.

VI. **General Contract Terms.**

- a. The University's Procurement terms shall apply to this Agreement. These terms are available at <https://purchase.umd.edu/vendors/umd-standard-terms-and-conditions> and are incorporated herein by reference.
- b. Contractor takes full responsibility for all tax and employment compliance obligations in their state and country of residence and the location where Contractor is performing the work. The University has issued this Agreement in reliance on Contractor's agreement to be responsible for and fulfill any such compliance obligations.
- c. [If federal] This is a Federally-funded procurement under a Contract with the US Government. The University of Maryland, College Park, U.S. Government Contract Provisions, available at <https://purchase.umd.edu/umd-federal-uniform-guidance-flowdown-provisions> <https://purchase.umd.edu/umd-federal-government-flowdown-provisions>
- d. **Entire Agreement.** This Agreement, including any referenced attachments, contains the entire agreement of the parties and supersedes all prior agreements and understanding, oral or otherwise, between the parties. No modification or amendment of this Agreement shall be effective unless the same shall be in writing duly executed by all parties hereto. The University is not, and shall not be, bound by any other terms in or referenced by

Contractor's proposal, invoices, form(s), or online terms and conditions unless such terms are specifically incorporated herein.

By signature below, by duly authorized representatives, the parties accept and agree to the terms of this Agreement.

University of Maryland:

Vendor:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_