

This Independent Contractor Agreement (“Agreement”) is entered into by and between ORAL ROBERTS UNIVERSITY, 7777 S. Lewis, Tulsa OK 74171 (“ORU”), and _____, a(n) _____ whose address is _____ (“CONTRACTOR”). In consideration of the mutual covenants of this Agreement, the parties hereby agree as follows:

- 1. Scope of Work.** ORU hereby engages CONTRACTOR to furnish the work and perform the services described in Exhibit “A” attached to this Agreement (“Subject Matter”) at times mutually agreed upon by the parties and CONTRACTOR agrees to furnish the work and perform the services constituting the Subject Matter. CONTRACTOR shall supply, at CONTRACTOR’s sole expense, all equipment, tools, materials, and/or supplies to accomplish the Subject Matter.
- 2. Price and Payment.** ORU agrees to pay CONTRACTOR in accordance with the Price and Payment terms set forth in Exhibit “A” and CONTRACTOR agrees to accept such amounts as full payment for all the work and services provided pursuant to this Agreement.
- 3. Term.** This Agreement is effective as of date of execution by the parties and shall terminate on the earlier of full completion of the Subject Matter by CONTRACTOR or _____.
- 4. Independent Contractor Relationship.** CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner or joint venturer of ORU. CONTRACTOR has no authority to enter into contracts or agreements on behalf of ORU except as authorized in writing by ORU. ORU shall determine the nature of work to be done by CONTRACTOR, but CONTRACTOR retains the sole and absolute discretion and judgment in the methods, techniques and procedures to be used, and CONTRACTOR shall determine the legal means by which the Subject Matter is performed, except as required by applicable law or by ORU’s policies. CONTRACTOR shall conduct its activities under this Agreement in a manner so as to maintain the good will and reputation of ORU. This Agreement is for performance by CONTRACTOR, is not assignable by CONTRACTOR, and CONTRACTOR represents and warrants that no individual or entity other than CONTRACTOR shall perform any work related to the Subject Matter. CONTRACTOR’S employees shall not be entitled to receive any benefits from ORU including workers’ compensation coverage, unemployment compensation, medical/health insurance, life insurance, paid leave, or retirement.
- 5. Expenses, Employees and Taxes.** CONTRACTOR shall be solely responsible for any expenses incurred in performing the Subject Matter. ORU is not responsible for withholding and shall not withhold taxes of any kind from any payments to CONTRACTOR. CONTRACTOR shall be solely responsible for paying any and all taxes and other expenses of CONTRACTOR arising out of or relating to this Agreement.
- 6. Indemnity.** CONTRACTOR shall indemnify and hold ORU (and its affiliates, officers, directors, agents, employees and contractors) harmless from any claims, demands, or causes of action resulting from: (a) any expenses incurred in performing the Subject Matter; (b) personal injury, death, and damage to or loss of property, arising out of or occurring in connection with the performance of Subject Matter which is caused in whole or in part by CONTRACTOR; and (c) any claim by any taxing authority referring or relating to any payments made by ORU to CONTRACTOR pursuant to this Agreement.

7. Confidentiality. In connection with the performance of the Subject Matter, ORU may disclose confidential, proprietary, personally identifying or trade secret information ("Information") to CONTRACTOR on a confidential basis. With respect to Information disclosed under this Agreement, CONTRACTOR shall hold the Information in strict confidence, exercising a high degree of care; use the Information only in connection with Subject Matter; and not copy, disclose, publish, use or distribute such Information or knowingly allow anyone else to copy, disclose, publish, use or distribute such Information. Information is the property of ORU and upon request, CONTRACTOR shall return all Information received in tangible form to ORU and will destroy or erase (to the extent possible) Information that is in an intangible form and will certify to ORU that the Information has been returned, destroyed or erased.

8. Performance. Contractor warrants, represents, covenants and agrees that all of the Work to be performed by Contractor under or pursuant to this Agreement shall be of the standard and quality that prevails among similar businesses and organizations with the knowledge and skill engaged in providing similar services under the same or similar circumstances. Contractor warrants, represents, covenants and agrees that the Work will be accurate and free from any material errors. Contractor warrants, represents, covenants and agrees that it shall, at its own cost, correct any defects in the Work as soon as is practical after Contractor becomes aware of such defects or is notified of such defects.

9. Insurance. Contractor, consistent with its status as an independent contractor, shall maintain in effect throughout the term of the this Agreement insurance necessary for the conduct of its operations and Work, which at a minimum shall be Worker's Compensation Insurance with statutory limits and Commercial General Liability Insurance for at least One Million Dollars (\$1,000,000.00) per occurrence on an occurrence basis. Upon request, Contractor shall deliver to University evidence of all such insurance.

10. Scope of Agreement. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns, except that this Agreement may not be assigned by CONTRACTOR without prior written authorization of ORU. This Agreement may be terminated by ORU upon thirty (30) days written notice to the CONTRACTOR. The obligations of confidentiality contained in this Agreement shall survive and continue indefinitely with regard to the Information. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to choice of law principles. All actions and proceedings arising out of this Agreement shall be brought in a Court with jurisdiction and venue in Tulsa County, Oklahoma. The parties acknowledge that in the event of an unauthorized disclosure, the damages incurred by ORU may be difficult if not impossible to ascertain, and that ORU may seek injunctive relief as well as monetary damages for breach of this Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

This Agreement shall be effective as of _____.

“ORU”

“CONTRACTOR”

ORAL ROBERTS UNIVERSITY

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT "A"
SCOPE AND SUBJECT MATTER OF WORK AND COMPENSATION

Pursuant to the Independent Contractor Agreement ("Agreement") between _____ ("CONTRACTOR") and Oral Roberts University ("ORU"), CONTRACTOR shall perform the following services:

The Price shall be as follows: _____.

The Payment terms shall be Net 30 days from completion of the Subject Matter.

Initials:

CONTRACTOR

Initials:

ORU