

Independent Contractor Agreement for Services

This contract ("Contract") is between Southeast Missouri State University ("University") whose address is One University Plaza, Cape Girardeau, Missouri 63701, and Kristen Bolinger (hereinafter referred to as "contractor"), whose address is 1910 Smallwood Dr. Raleigh, NC 27605

A. Description of services to be performed:

*Training of mascot personnel - February 7-10, 2019*

B. Terms of Payment: At the end of the contract, the University will pay the contractor \$1,000.00 plus travel expenses for services rendered satisfactory. At the University's discretion, progress payments may be accomplished. Total remuneration for these services will be \$1,000.00 plus travel expenses. The University will make arrangements and directly pay flight and rental car expenses.

C. Reimbursement of Expenses: Expenses incurred by the contractor and arising as a result of the services performed by contractor, whether materials, labor or other expenses, shall be the sole responsibility of the contractor unless otherwise identified. The University will reimburse for the following: *meals*. Per hour compensation shall not be accomplished for travel time. Total reimbursement for expenses shall not exceed \$250.00. In addition, original receipts must be provided before reimbursement will be accomplished.

D. Independent Contractor Relationship: Contractor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of Southeast Missouri State University. The sole relationship between Southeast Missouri State University and the contractor is as is established by this contract. The contractor acknowledges responsibility for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., associated with his performance of this contract, and agrees to indemnify, save, and hold the University, its officers, agents, and employees, harmless from and against, any and all losses, costs (including attorney fees), and damage of any kind related to such matters. Upon request, the contractor will provide to the University evidence of compliance with these requirements.

E. The contractor shall indemnify, defend and save harmless the Board of Regents of Southeast Missouri State University, as well as all of its and the University's officers, agents, and employees, from and against all loss or expenses from any cause of action arising from or incidental to the Contractor's performance of its duties under this contract.

- F. Internal Revenue Service Reporting: Payments made to the contactor will be reported to the IRS on Form 1099 if required by law. In addition, RSMo 143.183 requires that the University withhold two (2) percent of the gross compensation paid to nonresident entertainers.
- G. Equipment, Tools, Materials and Supplies: Except as set forth herein, contractor agrees to provide all tools, materials, and supplies needed to perform the work.
- H. Fringe Benefits: Contractor recognizes and agrees that as an independent contractor neither contractor nor contractor's employees, if any, are eligible to participate in any employee pension or employee welfare benefit plans maintained by the University.
- I. Unemployment Compensation: Contractor understands that the University is making no federal or state unemployment tax payments on contractor's behalf, and the contractor, therefore, will not be entitled to unemployment compensation arising out of its activities with or on behalf of the University in this instance and elsewhere.
- J. Workers Compensation Insurance: As an independent contractor who hires, pays and controls the efforts of its employees and directs the performance of their work under this contract, contractor shall provide Workers Compensation Insurance, if required by law, and will provide the University with certification documenting this coverage.
- K. Assignments of Patents, Trade Secrets, and Copyrights

1. Patents and Trade Secrets

Contractor expressly agrees that any and all inventions or discoveries, whether or not patentable, conceived or made by Contractor or other persons involved in the work contracted for, or as a result of confidential information received from the University, shall be the sole and exclusive property of the University. Contractor further agrees, on request by University, to promptly execute any and all applications, assignments, or other instruments that the University shall deem necessary or useful in order to apply for and obtain Letters Patent of the United States and all foreign countries for said inventions and discoveries and in order to assign and convey to the University the sole and exclusive right, title, and interest in and to said inventions and discoveries and patent applications and patents thereon. It is understood that the University will bear the cost of preparation of all such patent applications and assignments, and the cost of prosecution of all such patent applications in the United States Patent Office and in the patent offices of foreign countries.

2. Copyrights

Contractor expressly agrees to assign and does hereby assign all rights, including the entire copyright interest, in all works created pursuant to this contract. Contractor understands that the

University may register its copyright interests in all such works and agrees to sign such further documents as the University deems necessary to reflect its ownership interests in all such works and to register its copyright interests therein. Contractor agrees not to use any such work or any parts thereof for the benefit of any other party other than the University without the University's prior written permission.

- L. Confidentiality Contract: In as much as under this contract, the Contractor may acquire confidential information, Contractor agrees to use such information only for the sole benefit of the University and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the University to Contractor or any other person engaged in the work contracted for. Contractor further agrees that all data, technical information, and reports developed by Contractor or any person engaged in the work contracted for are the property of the University and shall not be disclosed to others at anytime or used for any other purpose other than for the sole benefit of the University, and that upon termination of this Contract, or at any time the University requests, Contractor or any other person involved in the work contracted for will transmit to the University any written, printed, or other materials embodying such confidential information, including all copies and excerpts thereof, given to, prepared by or for Contractor, or any other person involved in the work contracted for. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.
- M. The University shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay tax as provided in RSMo Chapter 144. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore, bidder's failure to maintain compliance with RSMo Chapter 144 may eliminate their bid from consideration for award.
- N. Construction: This contract shall be construed under the laws of the State of Missouri.
- O. Contract Effective When: This contract is not valid or binding upon the University until properly executed by the Authorized University Official, and is effective upon execution.
- P. Headings: The headings contained in this document are for the convenience of the reader and in no way modify the content or intent of this contract.

Contractor Signature

I have read and understood the foregoing. My signature below signifies my acceptance of and agreement to the full terms and conditions of this Agreement. Further, by my signature below I further attest that I am an officer or other such employee of N/A authorized to enter into binding contractual agreements for N/A.

Executed this 6 day of February, 2019

by Kristen Bolinger

*Kristen L. Bolinger*

\_\_\_\_\_  
Signature/Title

Department Signature

By my signature below, I recommended for approval the above contract and certify that:

1. I have read and understood the applicable University policy and procedures.
2. The services performed by the vendor meet the definition of independent contractor as specified in University operating procedures.
3. The vendor is not a current University employee in any other capacity.
4. I have reasonable belief that the services performed by the vendor qualify as independent contractor status within Internal Revenue Service guidelines.
5. This payment follows all University and state of Missouri bid procedures to the extent that they apply.

Elizabeth Brucker, Director of Business Operations for Athletics

Name/Title of Department's Representative

\_\_\_\_\_  
Signature/Date

Authorized University Official Signature

Approved and accepted by:

\_\_\_\_\_  
Authorized University Official Name/Title

\_\_\_\_\_  
Signature/Date