AGREEMENT

This Agreement is made this \_\_\_\_\_\_ day of , 20 , between CREIGHTON UNIVERSITY, a Nebraska non-profit corporation with its principal place of business at 2500 California Plaza, Omaha, NE 68178, through its Department of [INSERT DEPARTMENT](“Creighton”), and [INDIVIDUAL] (“Contractor”).

WHEREAS, Creighton requires a qualified individual to [DESCRIBE APPROVED SERVICES](the “Services”);

WHEREAS, Contractor has the necessary skills to perform such Services;

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, it is understood and agreed as follows:

1. **Contractor**. The parties agree that Contractor is an independent contractor and is not an employee of Creighton in performing these Services. Contractor shall not hold himself out to the public as a Creighton employee. Contractor agrees to be treated as an independent contractor for all employment purposes. Therefore, Creighton shall make no payroll deductions for employment taxes or insurance of any kind for or on Contractor's behalf. The Contractor will sign any necessary tax forms to permit Creighton to remit payments to him properly.  The Contractor will determine the method, details and means of performing the Services. The Contractor will be responsible for supplying his own office space and equipment.

1. **Project Scope and Payment Terms**. Contractor and Creighton shall jointly agree upon the scope of the Services Contractor will perform, and the deadlines for completion of the Services. The Scope of the Services shall be outlined on Exhibit A, which is attached hereto and incorporated herein by this reference. The Contractor has control and discretion over the means and manner of performance of the Services, as well as the time when the Services are performed, though the Parties will reach agreement as to the scope and timing of the Services to be performed. As full compensation for the Services, Creighton will pay according to the terms of Exhibit A and subsequent Exhibits.
2. **Terms**. The term of this Agreement is [DATE] through [DATE]. This Agreement may be cancelled without cause or penalty by either party within the first sixty (60) days or two (2) weeks prior to the start of Services, whichever is sooner, in which event neither party shall owe the other party compensation or reimbursement of any kind.
3. **Professional Quality**. Contractor **warrants that the Services Contractor performs for C**reighton **will be performed in a professional manner, using the care, skill, standards, and expertise ordinarily exercised by members of Contractor’s profession performing similar duties.**
4. **Termination and Return of Records.** If this Agreement is terminated, Contractor shall immediately provide Creighton with any work product Contractor has created up to the date of termination, and will return any other materials belonging to Creighton in his possession. All records created or maintained by Contractor during the Term shall be and remain Creighton’s property.
5. **Work Product is the Property of Creighton**. Any and all Work Product the Contractor prepares or creates during the Term, as part of the Services, shall be Creighton’s sole and exclusive property. The Contractor acknowledges and agrees that any copyrightable works Contractor prepares or creates within the scope of the Services are “works for hire” under copyright law and Creighton will be considered the author and owner of such works. Contractor will sign any documents necessary to establish Creighton’s ownership in the Work Product.
6. **No use of others’ proprietary materials**. In performing the Services, the Contractor agrees that Contractor will not use any materials, products, information or processes (the “Materials”) that belong to, are claimed by, or are protected by any third party or the Contractor himself, except to the extent (i) the Materials are generally available to the public, or (ii) the Materials have been legally transferred or assigned to Creighton.
7. **Confidentiality**. As used in this Agreement, the term "Confidential Information" means any information about Creighton, including but not limited to Creighton’s information systems, faculty, staff and student personal information (“Confidential Information”). The term “Confidential Information” does not include any information that:

A. can be demonstrated to have been in the public domain as of the date of this acknowledgement, or legitimately comes into the public domain through no fault of the recipient;

1. can be demonstrated to have been known to the recipient prior to execution of this acknowledgement and was not acquired, directly or indirectly, from Creighton or from a third party under a continuing obligation of confidentiality;
2. can be demonstrated to have been rightfully received by the recipient from a third party who did not acquire it, directly or indirectly, from Creighton under a continuing obligation of confidentiality;
3. can be demonstrated to have been independently developed by the recipient who had no substantive knowledge of any information provided by Creighton; or
4. is required to be disclosed pursuant to law or court order; provided that recipient provides prior notice to Creighton and provides sufficient time to Creighton to assert any exclusions or privileges that may be available by law.

If as part of Services, Contractor needs access to certain electronic resources (“Resources”). Contractor agrees to access the Resources only in connection with Services. Contractor agrees that all Confidential Information to which Contractor has access through Services is Creighton’s property.Contractorfurther agrees to use the Resources and the Confidential Information only to provide services to Creighton, to hold in confidence any and all Confidential Information disclosed to him/her, and not to disclose Confidential Information to third parties or to use Confidential Information for his/her own purposes. All Confidential Information is and remains Creighton’s property. This provision shall survive termination of this Agreement.

1. **Compliance with Laws/University Policies.** Contractor shall comply with all relevant federal, state and local laws, regulations, ordinances, and orders applicable to this Agreement. Contractor shall comply with all relevant University Policies applicable to this Agreement. The University’s Guide to Policies may be found at: <http://www.creighton.edu/fileadmin/user/president/docs/Guide.pdf>.

1. **FERPA Obligation**. To the extent Contractor has access to any student educational records, Contractor agrees that he/she will comply with all federal and state information security and confidentiality laws, including but not limited to the Family Educational and Privacy Act (FERPA). This provision shall survive termination of this Agreement.
2. **Resources**. Contractor will be given access to Resources as required. Use of such access by Contractor shall conform to applicable Creighton policy.
3. **No Assignment**. This Agreement may not be assigned by either party except upon written agreement of the other party.
4. **Governing Law**. This Agreement shall be governed by and construed in accordance with Nebraska law.

The parties have entered into this Agreement as of the date first above written.

CREIGHTON UNIVERSITY INDEPENDENT CONTRACTOR

Date Date

EXHIBIT A

By signing this, Creighton University and the Contractor whose signature is below agree that Contractor will provide the following:

*[DETAIL OF SERVICES]*

Contractor will receive total compensation of $[AMOUNT] payable upon completion of Services.

All the terms and conditions of the Agreement are incorporated into the Underlying Agreement by this reference.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date