This agreement made **Click here to enter a date**. by and between

**University of Detroit Mercy**, a Michigan nonprofit corporation, (Client), and **Vendor Name**, (Contractor).

The Client and the Contractor, for the consideration stated below, agree as follows:

1. The relationship between Client and Contractor created by this agreement is solely an independent contractor relationship. Neither Contractor nor Contractor’s agents, employees or servants shall be or shall be deemed to be an employee, agent or servant of the Client. Neither Contractor nor Contractor’s agents, employees or servants shall be entitled to any of the benefits provided by Client for its employees, including, but not limited to, workers’ compensation insurance, unemployment insurance and health and welfare benefits.

2. Client is interested solely in results of Contractor’s performance under this agreement. The manner and means of such performance are under Contractor’s control, subject to industry standards of performance, the completion requirements of the Client and Client’s general right to supervise and inspect to secure satisfactory completion and performance.

3. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under employment insurance, Social Security and income tax laws with respect to Contractor or any of Contractor’s employees, agents or servants engaged in the performance of services under this agreement. Contractor, if operating as other than a sole proprietor must provide to Client contractor proof of workers’ compensation insurance coverage or an exclusion from the Michigan Workers’ Disability Compensation Act (P.A 317 of 1969) for any of their employees performing work under this agreement.

4. The Contractor shall perform the work for Client, all in accordance with the terms of the agreement(s) between Client and Contractor.

5. The work shall be commenced and completed as follows:

 a. Commencement Date - Click here to enter a date.

 b. Termination Date - Click here to enter a date.

6. For the services described on the attached [Choose one and delete other] Exhibit A (SOW), Exhibit B (Proposal(s)/ Quote(s)) incorporated in this agreement, the Client shall pay the Contractor for the performance of the Services in current funds, the sum of **$\_\_\_per [Choose an item.]** for time approved and worked, unless otherwise agreed [and for documented reimbursable expenses to the extent approved in advance by the Client].

7. Client will make payment to Contractor within thirty (30) business days upon receipt of the timely Contractor’s invoice(s). Invoices subject to approval may require a longer period of time to process.

8. Contractor further binds Contractor’s self to Client for the following:

 Not make known to any person, firm or corporation outside Client or use in other than Client’s business any confidential information or material belonging to others, including names, facts or information about individuals, businesses and families participating in the projects. Confidential or proprietary information includes all documentary, electronic, or oral information made known to Contractor through any activity related to this agreement including student or other protected information Contractor agrees that all work is done for hire, and that all work is property of Client.

 Not use the contract information at any time to either directly or indirectly call upon, solicit, divert or take away or attempt to solicit, divert or take away any customers or business of Client or use the information in or for any entity which Contractor directly or indirectly owns, manages, operates, joins, controls, or participates in the ownership, management operation or control of, or is connected in any manner, as a stockholder, officer, director, partner, employee, consultant or otherwise.

To comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of Contractor’s business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

 Certifies that Contractor will comply with all applicable provision of Executive Order 11246; the Vietnam Era Veterans Readjustment Act of 1974; and the Rehabilitation Act of 1973.

 Pursuant to 41 C.F.R. Section 60-1.8 (b), certifies that Contractor does not have and will not maintain or provide for Contractor’s employees any segregated facilities at any of Contractor’s establishments and that Contractor does not permit any employees to perform services at any location, under Contractor’s control, where segregated facilities are maintained.

9. Contractor shall assume all risk of damage to property or of sickness, disease, or bodily injury of persons used or employed on or in connection with the work under this agreement and of all damage to property or of sickness, disease, or bodily injury of persons resulting from or arising from any action, omission or operation under this agreement or in connection with the work.

 Contractor shall indemnify and hold harmless Client from and against all claims arising in favor of any person, firm or corporation on account of property damage or personal injuries in any way resulting from the acts of Contractor or its employees, agents or contractors.

10. Client or Contractor may terminate this agreement at any time by giving thirty (30) days’ written notice of the termination date. Client will reimburse Contractor for time spent performing authorized work up to the date of termination. Contractor’s obligations with regard to confidentiality as set forth under item 8 of this agreement shall survive termination and Contractor shall remain liable for damages suffered by Client as the result of such obligation by Contractor.

11. All notices hereunder shall be in writing directed to each party at the address set forth below and shall be mailed by certified or registered mail, postage prepaid. Notices shall be deemed given on the date of mailing, irrespective of the date of receipt. The specification of means for giving notice shall not preclude the use of other forms of written notice when in the context of their use they provide equal or greater effective actual notice to the receiving party than the means specified herein, i.e. email.

12. This agreement shall be interpreted and construed in all respect in accordance with the laws of the State of Michigan. Any litigation will be in Wayne County, Michigan, or other place specified by Client.

13. This agreement sets forth the entire understanding between the parties as to the subject matter hereof, supersedes all prior agreements and only may be modified or amended by a written instrument executed by Contractor and Client.

14. If any provision of this agreement is determined to be illegal or in conflict with applicable law, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as though the agreement did not contain the invalid provision.

15. Contractor acknowledges that any violation of any of the terms of this agreement may cause irreparable harm to Client. Therefore, if Contractor violates this agreement, Contractor agrees that in addition to all other relief and remedies available to Client, Client may have a temporary restraining order, preliminary injunction and/or permanent injunction issued against Contractor by a court of competent jurisdiction in order to prohibit Contractor from further violating this agreement. Contractor further agrees to reimburse Client for all costs and expenses, including attorney fees and court costs, incurred by Client in enforcing its rights under this agreement.

Contractor’s Social Security Number or Federal Identification Number

**Click here to enter SSN or FIN**.

**Please print and sign two originals of this agreement. Keep one for your records and send one for a signature by an authorized agent of the University of Detroit Mercy.**

Client: Contractor:

University of Detroit Mercy Type Address of Contractor

4001 W. McNichols Rd.

Detroit, MI 48221-3038

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Print Name Print Name

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Signature and date Signature and date

EXHIBIT A

Statement of Work (SOW)