

# The University of Southern Mississippi

## Professional Personal Services Agreement

Purchase Req # \_\_\_\_\_

Purchase Order # \_\_\_\_\_

\* This form must be completed before work commences. After approval, enter a requisition to guarantee payment (estimate amount if necessary).

\* Complete this form only if the aggregate compensation will equal or exceed \$1,000 (within a calendar year)

\* **When completed, attach this form along with the Determination and Documentation Form, and send to the Office of Budget and Tax Compliance.**

\* If this is a new vendor, attach a W-9 and Request for New Vendor ID form (found at <http://www.usm.edu/procurement/apforms.html>)

An Independent Contractor Status Determination and Documentation Form has been completed, and found that the below named individual/corporation will be considered an Independent Contractor. Therefore, The University of Southern Mississippi (USM) enters into a binding agreement with the below named contractor/consultant.

Department or Grant Name:			
College/Unit Name			
USM Expenditure Authority:		Phone Number:	

Chartfield String to be Charged: Fund \_\_\_\_\_ DeptID \_\_\_\_\_ Program \_\_\_\_\_ Project/Grant (if applicable) \_\_\_\_\_

Contractor/Consultant Name:	Contractor/Consultant's SSN/EIN:		
Address:	Contractor/Consultant's Employer:		
	Current Member of PERS:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Receiving Monthly PERS Benefit?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Incorporated?:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	US Citizen?:	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Description of Contracting/Consulting Services: \_\_\_\_\_

Performance Period: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Location of performance: \_\_\_\_\_

Cost of Contracting/Consulting:

(a) Fee/Hour/Per day:	(b) Number of Hours/Days:
(c) Total Fee: (a) * (b) = (c)	

(d) Travel Costs <i>copy of receipt required:</i>	(e) Other Costs:
Total Costs: (c) + (d) + (e)	Nature of Other Costs:

Services shall not exceed: \_\_\_\_\_ Other Costs shall not exceed: \_\_\_\_\_

If grant, has funding agency prior approval been obtained? Yes  No   
Not Required

**TO BE COMPLETED BY THE CONTRACTOR/CONSULTANT:**

**Approval and Acceptance of Agreement**

Contractor/Consultant	Date:	
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**By signing this document, I understand that I will be paid as an independent contractor, will receive a 1099-MISC for services rendered, and will be 100% responsible for any and all applicable taxes due.** Initial: \_\_\_\_\_

Are you currently an employee or have you been employed by USM within the last 12 months?	Yes	No	
Are you currently receiving a benefit from the PERS of Mississippi? If the answer is yes, individual must contact the department of Human Resources to discuss eligibility of retirees to earn compensation from USM.	Yes	No	

*In signing this document, you acknowledge and agree to any and all terms and conditions imposed by USM found on page two.*

**Original Invoice, along with any copies of itemized receipts for expenses and travel, required for payment.**

**TO BE COMPLETED BY SIGNATORY AUTHORITIES AT THE UNIVERSITY OF SOUTHERN MISSISSIPPI**

**Approval and Acceptance of Agreement**

Expenditure Authority/Grant Principal Investigator:	DATE	
Office of Budget and Tax Compliance <i>Required for all agreements</i>	DATE	
Sponsored Programs Adm (if Project is a Grant)	DATE	
Dean or VP (services over \$5,000)	DATE	
University Attorney (required if contract involved)	DATE	

**APPENDIX A: GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** The Contractor will act as an independent contractor under this Agreement, and neither the Contractor nor any employee or agent of the Contractor is an employee of the University because of this Agreement. The Contractor will provide the services and achieve the results specified by the University, free from the direction or control of the University as to means and methods of performance.
  2. **NONRESIDENT ALIEN.** If the Contractor is a nonresident alien performing services in the United States or its territories, the Contractor agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the University prior to payment by the University.
  3. **ACCESS TO RECORDS.** The Contractor shall maintain reasonable records, including evidence that services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the University, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives.
  4. **OWNERSHIP OF WORK PRODUCTS.** Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Agreement shall be the sole property of the University.
  5. **TERMINATION.** Either the University or the Contractor may terminate its obligations under this Agreement by giving the other party at least 10 days prior written notice of such termination, specifying the intended date of termination; provided, however, that, upon request from the University, the Contractor shall continue performance until the University can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.
  6. **UNIVERSITY EMPLOYEES.** The Contractor will not hire any employee of the University to perform any services covered by this agreement without prior written approval from the Office of the Provost, for academic employees, or from the Human Resources Department, for nonacademic employees.
  7. **CONFIDENTIAL INFORMATION.** In connection with the Agreement hereunder, the University and the Contractor shall be free to exchange such technical information and know-how as may be necessary to carry out the objective of the agreement. Neither party shall be required to disclose to the other party technical information and know-how which it received in confidence from a third party or which is developed for a third party under conditions giving rise to an obligation of confidentiality. Employees, staff and or students of the University performing services hereunder shall enter into confidentiality agreements should such exchange of information be needed to conduct the project. University shall have the appropriate individuals execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the University.
- Notwithstanding any provision to the contrary contained herein, it is recognized that University is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, §§25-61-1, *et seq.*, Miss. Code Ann. If a public records request is made for any information provided to University pursuant to this agreement, University shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be libel to the other party for disclosures of information required by Court order or required by law.
8. **ACKNOWLEDGEMENT OF SPONSORSHIP.** The Contractor agrees that, in any publication, acknowledgment shall be made of sponsorship by the University and/or other sponsor by use of the following statement "This work was performed under the sponsorship of THE UNIVERSITY OF SOUTHERN MISSISSIPPI, a Mississippi Institution of Higher Learning, and (insert firm name or IC name here). This work does not necessarily represent the views of the University or the sponsoring agency." If the publication is copyrighted, the statement "Reproduction of this article, with the customary credit to the source, is permitted," shall be added. With the exception of acknowledging sponsorship of research, the name of the University may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Agreement or data developed under this Agreement without written approval of the University.
  9. **CONFLICT OF INTEREST.** The Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interest and his/her services under this Agreement, and in the event of change in either his/her private interests or service under this Agreement, he/she will inform the University regarding possible conflict of interest that may arise as a result of such change.
  10. **TOTAL AGREEMENT.** This Agreement contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed.
  11. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party and obligation or right of the Contractor under this Agreement, without the prior written consent of the University.