



INDEPENDENT CONTRACTOR AGREEMENT FOR WRITING / DESIGN / ILLUSTRATION / PHOTOGRAPHY

This agreement is made between The Regents of the University of California ("University") on behalf of its Associated Students of the University of California, Davis _____ ("ASUCD"), and (Name) _____ ("Independent Contractor").

LAST

FIRST

MIDDLE

University wishes to obtain Independent Contractor's services in providing the written work, illustration, photograph or other work, described below, along with all rights to the work (published and unpublished) such as, but not necessarily limited to, copyright, the right to use of the work, the right to provide it to others, to do derivative works, to permit others to republish the work, to translate the work and so on. Therefore, this Agreement provides for Independent Contractor to create and furnish to the University those articles, illustrations, designs or photos described below.

1. The period of this Agreement shall be from _____ to _____

2. The Independent Contractor shall perform the following services to the best of his/her ability:

3. Grant of Rights: Independent Contractor hereby agrees to, and does by his/her signature hereunder, transfer and assign to University all rights, title and interest in perpetuity in and to the published and unpublished Work(s) defined hereinabove, including copyrights and warrants by his/her signature hereunder that the Work(s) do/does not infringe upon another's copyright.

4. Price/Payment: As total compensation for the grant of rights to University (Term 3) of the abovedrafted Work(s), University agrees to pay Independent Contractor the following purchase price:

\$ _____

(or according to the rate schedule attached), less – if applicable – state/federal taxes, including state income tax subject to withholding per California Revenue and Taxation Code Sections 18661—18677. No payment will be made in advance of work performed except as otherwise specified in this Agreement, and final payment will be withheld pending completion of the work. This price includes all expenses, including but not necessarily limited to unusual props, costumes, model fees, travel costs, production costs, consultation time and all other costs of any kind.

5. Federal Exclusion: Independent Contractor warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Campus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<http://epls.arnet.gov/PrivacyActProvisionsEPLS.html>). This agreement shall be subject to immediate termination in the event that Independent Contractor is excluded from participation in any federal healthcare or procurement program.

6. Changes: Independent Contractor shall be given the first option to make any changes in the Work(s) University may deem necessary. However, no additional compensation shall be paid unless such changes are necessitated by error on University's part. If University requests changes (not due to Independent Contractor's error) which cause additional reasonably unforeseeable expenses to be incurred, this Agreement shall be amended in writing signed by both parties and purchase price will be increased according to the rates attached or on mutually agreeable terms to cover changes to be made by Independent

Contractor. If the Independent Contractor does not wish to make the requested changes, then University reserves the right to make those changes.

7. **Termination:** If services are not performed solely to the satisfaction of ASUCD, ASUCD may terminate this agreement immediately upon written notification to the Independent Contractor. This agreement may be terminated by either the Independent Contractor or ASUCD upon five (5) working days written notice to the other party of its intention to terminate and the specific termination date.
8. **Authorship Credit:** University reserves the right to determine when by-line will accompany the Work(s) in publication. Generally, feature articles and images published by University will be accompanied somewhere in the publication by a by-line, except in the case of articles, for shorter news pieces, and in the case of photographs, for head and shoulders "mug" photographs and copy-camera work. Such credit may be removed if Independent Contractor so desires due to changes made by University that are unsatisfactory to Independent Contractor.
9. **Ownership of Work(s):** Except as otherwise specified below, ownership of Work(s) shall vest in University as stated in Article 3 above: _____
10. **Independent Contractor:** Both parties agree that in the performance of this agreement Independent Contractor will not be an agent or employee of the University and will not be covered by University's Worker's Compensation Insurance or Unemployment Insurance nor be entitled to any other University benefits.
11. **Indemnification:** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fee, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

INDEPENDENT CONTRACTOR			THE REGENTS OF UNIVERSITY OF CALIFORNIA
Independent Contractor (Signature)			ASUCD Activity Director or Designee
Date			Date
Social Security Number			ASUCD Business Manager
U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No			Date
PERMANENT ADDRESS			
Street Address			
City	State	Zip Code	
Phone Number () -			

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security number is required pursuant to Sections 6011 and 6051 of the Subtitle F of the internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.