



INDEPENDENT CONTRACTOR CONTRACT TERMS AND CONDITIONS:

1. **INDEPENDENT CONTRACTOR:** The contractor is an independent contractor providing services for the University of Montana. Neither the Contractor nor any Contractor employee is an employee of the University of Montana, the State of Montana or any agency or division thereof, nor will they be considered employees under any subsequent amendment to this contract unless otherwise expressed. The Contractor assumes all responsibility for Worker's Compensation and other benefits or obligations for the Contractor and/or employees or others performing services on behalf of the Contractor.
2. **NON-DISCRIMINATION:** The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and University policy. All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications: there may not be discrimination on the basis of race, color religion, creed, political ideas, sex, sexual orientation, age marital status, physical or mental disability, or national origin by the persons performing this contract.
3. **ACCESS TO RECORDS:** The Contractor shall adequately account for and maintain reasonable records of performances and allow access to these records by officials of The University of Montana, the Legislative Auditor, and/or the Legislative Fiscal Analyst as may be necessary for audit purposes and in determining compliance with the terms of this agreement.
4. **OWNERSHIP OF MATERIALS OF PRODUCT:** All material and other information generated under this contract shall be the sole property of The University of Montana except as specifically detailed under the "Scope of Work" section of this agreement. Any discovery, copyright, invention, product or by-product arising out of the performance of this agreement shall remain confidential.
5. **ASSIGNMENT, TRANSFER OR SUBCONTRACTING:** No obligation, right or interest hereunder may be assigned, transferred, subcontracted or otherwise given to or imposed upon any other party without the written consent of both parties.
6. **INDEMNIFICATION:** The Contractor shall hold The University of Montana and State of Montana harmless from any liability, costs or penalties in any way resulting from the performance of its services related to this contract or from the conduct or actions of any persons provided by the Contractor for performance of this agreement and will indemnify the University and the State for any costs of defense paid because of negligent actions or omissions of the Contractor or any Contractor employee in the performance of this agreement. Neither party to this agreement shall be liable to a third party for damages caused to the third party by the negligence of the other party to this contract; rather, each part shall be liable as allowed by law for damage caused by its own negligence.
7. **TERMINATION:** This contract will terminate at the end of the performance period specified or by mutual written consent of the parties. Either party may terminate this agreement for failure of the other party to perform any of the services, duties or conditions contained in this agreement after giving the other party written notice specifying the stated failure, the proposed remedial action and a reasonable time within which corrective action may be taken. Corrective action of the demanded performance of the stated failure must begin within a specified period of time of not more than ten days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
8. **VENUE AND JURISDICTION:** This agreement shall be interpreted in accordance with the laws, regulations, and rules of the State of Montana. In the event of litigation concerning this agreement, venue shall be solely in the District Court for Missoula County, Missoula Montana to the full extent permissible by law.
9. **SEVERABILITY:** If one part of this agreement is held to be illegal, void or in conflict with any Montana law, the validity of the remainder of this agreement remains operative and binding.
10. **NOTICE:** All notices relating to this Agreement will be in writing and given to the contact person at the addresses provided for in this Agreement.
11. **PAYMENT:** Advance payments will not be made unless agreed to by the University and incorporated as a part of the terms of this agreement. All payment terms listed on this contract will be computed from the date of delivery of product or services or receipt of a property executed invoice, whichever is later. State of Montana statute allows 30 days for the payment of product or services. Payment is subject to IRS 1099 reporting requirements.
12. **COMPLETE AGREEMENT:** The terms and conditions contained herein constitute the sole and entire agreement between the parties and no other oral or written terms or conditions which are not contained in this agreement shall be binding. This agreement may not be modified, or terminated except by mutual agreement in writing and signed by both parties.