

# BROWN STUDENT ACTIVITIES' CONTRACT

## Services Agreement

This contract is made between \_\_\_\_\_, a recognized student organization at Brown University (hereinafter called "Organization") and \_\_\_\_\_ (hereinafter called "Contractor"), for the performance of services by Contractor as described below. In consideration of the agreements set forth herein, the parties agree as follows with regard to the activities hereinafter described and the terms and conditions in connection therewith.

1) **Full name of Contractor:** \_\_\_\_\_

2) **Nature of service or scope of duties to be performed by Contractor:**

3) Location for service: \_\_\_\_\_

4) Date(s) or period of service: \_\_\_\_\_

a) Starting/Finishing times and any breaks:

b) Contractor will arrive at above location at \_\_\_\_\_.

5) **Fees and Terms agreed upon:**

a) A fee in the flat amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) shall be paid by Brown University check.

b) No deposits will be provided. A Brown University check shall be provided directly to the Contractor following the engagement.

c) Contractor must complete the Brown University Supplier and Individual Payee Registration. In order to be set up in the University's procurement system which will allow you or your company to receive payments from Brown University, it is required that suppliers or individual payees who are not employed by Brown University, register in our secure website. This website is used in place of the IRS Request for Taxpayer Identification Number and Certification form (W-9) and allows us to collect information required by the IRS, as well as additional information that supports the University's reporting and compliance requirements. The registration form is available at <https://secure.brown.edu/purchasing/supplier/>.

d) This contract must be signed and returned to the Student Activities Office (SAO) at least ten (10) business days *prior* to the intended payment date in order to ensure that a check will be ready.

If this contract is not completed and received by Organization ten (10) business days in advance, to submit Contractor's payment will be available by ten (10) business days after receipt of this contract by the SAO.

For one-time services, the earliest Contractor may receive payment is immediately following completion of service. If service is being conducted over a period of time, the agreed upon fee shall be divided equally among the following payment dates:

- e) The payment will be made in accordance with the Brown University Supplier and Individual Payee Registration Form. The Contractor may select direct deposit (ACH net 5) or paper check (net 30) when completing the Supplier and Individual Payee Registration Form. Checks are to be made payable to:

and  mailed to the tax address provided       held for pick-up

- f) In performing services and accepting payment under this contract, Contractor is deemed an Independent Contractor and shall not act as nor be considered an agent of the Organization or Brown University. As such, there will be no employee benefits provided. There will be no withholding of any state or federal taxes or assessment; however, based on the services provided, Brown University shall, on behalf of Sponsoring Organization, issue an IRS Form 1099 in Contractor's name. Contractor is responsible for their own U.S. income taxes.

- 6) **Expenses:** The following additional agreements are made with the understanding that any approved expenses made by Contractor will be reimbursed within thirty (30) days of submission of original receipts:

- a) Lodging:

The fee is inclusive of travel expenses.

Organization to provide \_\_\_\_\_ room(s) for \_\_\_\_\_ night(s) at Brown University Inn or alternate location deemed appropriate by Organization; total cost not to exceed \$ \_\_\_\_\_.

Contractor shall arrange for lodging accommodations and submit original receipts for reimbursement; total cost not to exceed \$ \_\_\_\_\_.

- b) Transportation:

The fee is inclusive of travel expenses.

Organization will provide and arrange \_\_\_\_\_; total cost not to exceed \$ \_\_\_\_\_.

Contractor shall arrange \_\_\_\_\_ and submit original receipts for reimbursement; total cost not to exceed \$ \_\_\_\_\_.

- c) Food (select one):  None       \$ \_\_\_\_\_ per diem       Other: \_\_\_\_\_

Contractor to pay and submit original receipts for reimbursement; amount not to exceed \$ \_\_\_\_\_

- d) All equipment necessary for service shall be furnished by the Contractor unless otherwise stated as follows:

- 7) **Publicity:** Organization shall have 100% control over publicity, advertising, and promotion of service as long as all communications, mailings, solicitations, publicity and/or promotion that mentions or makes reference to the Contractor is approved in writing by Contractor or its agent in advance.
- 8) **Sponsorships:** The only sponsorship that will be noted in advertisements and programs for an engagement will be those from Brown University departments, student organizations, and academic grants. Contractor may not secure sponsorship in connection with the engagement unless written permission is obtained from the Organization and the Student Activities Office. In the event written permission is granted, it is understood and agreed that the Contractor SHALL NOT advertise or promote his/her engagement in any way that suggests or implies that the Organization and Brown University are endorsing the Contractor (including the sponsor) or any entity, individual, product, service or cause in any way affiliated with the Contractor.
- 9) **Indemnification:** The Contractor identified above and its agents agrees to indemnify and hold harmless the Organization and Brown University, including the Corporation, its trustees, officers employees, staff and agents from all liability, losses, damages or expenses from any and all fines, suits, claims, and demands, including reasonable attorneys fees, arising from any actions of any kind or nature resulting from any acts, errors, or omissions of Contractor and its agents as a result of performing services to be rendered hereunder, provided, however, such indemnification shall not apply to any fines, suits, claims, and demands arising from the gross negligence of the Organization or Brown University.
- 10) No alcohol or illegal drugs will be used by Contractor or his/her agents at any time while on the Brown University campus in connection with this agreement.
- 11) Contractor and his/her agents shall observe and abide by all applicable state laws and regulations, including, but not limited to, those of Brown University relative to conduct on its premises.
- 12) Contractor agrees that he/she and his/her agents will not damage, alter, modify, attach, append or in any way or manner affect any of the property, fixtures, or real estate of Brown University or location of engagement. If in the opinion of Organization, this clause is violated any payment due will be fully withheld pending settlement for damage.
- 13) **Cancellation:** It is understood that this contract is binding on both parties; it cannot be cancelled except as follows:

In the event Contractor cancels his/her engagement less than thirty (30) days before the day of event, Contractor shall be liable for all reasonable costs incurred by Organization in relation to this agreement.

In the event Organization cancels this agreement less than thirty (30) days prior to the lecture, the Organization will pay Contractor fifty percent (50%) of the contracted fee or honorarium due under this agreement. In the event that the Organization cancels this agreement within five (5) business days prior to the lecture, one hundred percent (100%) of the contracted fee or honorarium shall be owed and due immediately to the Contractor.
- 14) Additional terms are as follows (additional riders may be attached but must be signed by same parties as this Contract):
- 15) **Force Majeure:** In the event that the performance of the obligations under this Agreement is prevented or delayed by reason of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages or costs sustained and have no further recourse against the other party. Force Majeure shall mean fire, earthquake, hurricane, tornado, flood, tsunami, or other natural disasters or acts of God, infectious diseases, epidemics, pandemics, endemics, nuclear explosions, strikes, work stoppages, or

other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause beyond the control of either party.

16) **Miscellaneous:** This Contract constitutes the complete understanding of the parties and supersedes any other agreements and shall be governed by the laws of the State of Rhode Island.

This contract may not be altered, changed, modified or waived in whole or in part except by an agreement in writing signed or initialed by all parties. Any changes and/or additions to this Contract must be made in writing and signed by same parties as this Contract.

Contract Riders, if any, may not conflict or act in contrary to this contract, the law or to University policies and regulations. Whenever there is any conflict between the provisions of any Rider with this contract, any law or University policy and regulation, said contractual component, law or University policy and regulation shall prevail, and the Rider shall be modified to the extent necessary to eliminate such conflict.

This Contract and accompanying riders or addendums are not valid without three signatures: one for Contractor, one for Organization, and one for the Brown University Student Activities Office. Contract must be mailed. **Original signatures are required for processing payment.** Photocopies and facsimile copies are not accepted by Brown University's Office of the Controller.

<p><b><u>Sponsoring Organization</u></b></p> <p><i>(to be completed by an authorized financial signatory)</i></p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Phone #: _____ Date: _____</p> <p><b><u>Brown University Student Activities Office</u></b></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Date: _____</p> <p>Return to:</p> <p>Brown University Student Activities Campus Box 1930 Providence, RI 02912 (401) 863-2341</p>	<p><b><u>Contractor or his/her agent</u></b></p> <p>Contract must be mailed; <b><u>original signature required</u></b></p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Phone #: _____ Date: _____</p> <p>Title: _____</p> <p><i>The following information must be for individual or entity for which check will be made payable according to section 25 above.</i></p> <p>Social Security or Federal ID Number</p> <p>_____</p> <p>Tax Address:</p>
---	---