



Office of Lifelong Learning

Contract For Consultation Or Lecturing By Independent Contractors

AGREEMENT IS HEREBY MADE between the MEHARRY MEDICAL COLLEGE (MMC) and INDEPENDENT CONTRACTOR set forth below according to the following terms, conditions, and provisions:

1. Parties. The parties are identified as follows: \_\_\_\_\_
MEHARRY MEDICAL COLLEGE (MMC), 1005 D.B. TODD BOULEVARD, NASHVILLE, TENNESSEE 37208

MMC Department or Division \_\_\_\_\_ Phone \_\_\_\_\_

INDEPENDENT CONTRACTOR (hereafter "CONSULTANT")

Name \_\_\_\_\_ S.S.# or Fed. E.I. # \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Type Entity
\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation

2. Services To Be Provided. MMC desires that CONSULTANT provide and CONSULTANT agrees to provide the following services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Terms of Payment. MMC shall pay CONSULTANT according to the following terms and conditions:

\_\_\_\_\_  
\_\_\_\_\_

4. Term of Agreement: \_\_\_\_\_

5. Equipment, Tools, Materials, or Supplies. CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_

6. Federal, State, and Local Payroll Taxes. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by MMC on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder.

7. Notice to Consultant Regarding its Tax Duties and Liabilities. CONSULTANT understands that CONSULTANT is responsible to pay, according to law, CONSULTANTS income tax(es). If CONSULTANT is not a corporation, CONSULTANT further understands that CONSULTANT may be liable for self-employment (Social Security) tax(es), to be paid by CONSULTANT according to law.

8. Fringe Benefits. Because CONSULTANT is engaged by MMC through CONSULTANTS own established business, CONSULTANT is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan, of MMC.

9. **MMC Not Responsible For Workman's Compensation.** No worker's compensation insurance shall be obtained by MMC concerning CONSULTANT or the employees of CONSULTANT. CONSULTANT shall comply with the worker's compensation law concerning CONSULTANT and the employees of CONSULTANT, and shall provide to MMC a certificate of worker's compensation insurance upon request. CONSULTANT agrees to indemnify and hold MMC harmless for any costs incurred as a result of injuries or damages suffered by CONSULTANT or CONSULTANTS employees not arising out of the fault or negligence of MMC.
10. **Reimbursement of Expenses.** MMC shall not be liable to CONSULTANT for any expenses paid or incurred by CONSULTANT unless otherwise agreed in writing.
11. **Termination Without Cause.** Without cause, either party may terminate this agreement after giving 30 days prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate without cause has been given.
12. **Termination With Cause.** With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice termination for cause. Reasonable cause shall include:
  - A. Material violation of this agreement.
  - B. Any act exposing the other party to liability to others for personal injury or property damage.
13. **Non-Waiver.** The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights a waiver of any subsequent breach.
14. **No Authority to Bind Client.** CONSULTANT HAS NO AUTHORITY TO ENTER INTO CONTRACTS OR AGREEMENTS ON BEHALF OF MMC. This agreement does not create a partnership or agency between the parties.
15. **Declaration By Independent Contractor.** CONSULTANT declares that CONSULTANT has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this agreement and that all Internal Revenue Service regulations concerning independent contractors have been complied with.
16. **Notices.** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
17. **Non-Assignability.** This agreement may not be assigned, in whole or in part, by CONSULTANT.
18. **Choice of Law.** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Tennessee, and if litigated, must be brought in the courts of Nashville, Davidson County, Tennessee.
19. **Entire Agreement.** This is the entire agreement of the parties.
20. **Severability.** If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
21. **Amendments.** This agreement may be suspended, amended or revised only in writing by agreement of the parties.

MEHARRY MEDICAL COLLEGE

DATE

BY: \_\_\_\_\_

\_\_\_\_\_

INDEPENDENT CONTRACTOR

DATE

BY: \_\_\_\_\_

\_\_\_\_\_