

## AGREEMENT FOR SERVICES

**Note:** If the service provider will be involved with classroom instruction that is essential to the course, will be grading any assignments, or will be otherwise serving in any capacity similar to that of an Anderson University employee, please reach out to [externalservices@andersonuniversity.edu](mailto:externalservices@andersonuniversity.edu) before entering into this agreement.

Anderson University contracts with \_\_\_\_\_ **(name)** as a \_\_\_\_\_ **(title of service position)** and enters into this agreement under the following terms (hereinafter “Agreement” or “Contract”).

The purpose of this Agreement is to confirm your acceptance of our terms and conditions as an independent contractor with Anderson University. If the University determines that these services require close and or unsupervised contact with students (either in person or virtually), this Agreement will be contingent upon a successful background and criminal history check. By signing this Agreement, I \_\_\_\_\_ **(name)** agree that Anderson University may, at its discretion, perform or cause to be performed, a background and criminal history check on me. My signature on this Agreement serves as authorization to Anderson University to proceed with the background and criminal history check.

The requirements of the position are as follows:

**Services being provided:**

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**Interaction with students:**

- One on One**
- Classroom**
- Large group speaker**
- Virtual**
- Minimal to none**

Workshop/event length (Provide dates of service): \_\_\_\_\_

Completed contractual obligations will be delivered to:

**Name of AU Employee:** \_\_\_\_\_ **Title:** \_\_\_\_\_

The contracted amount is \$ \_\_\_\_\_  
**Invoice to follow – Yes                      No**

This amount will be paid: Check                      ACH  
Current Address (Required): \_\_\_\_\_  
\*If ACH payment requested, an ACH Payment Request Form is required.

- 1. Relationship of the Parties.** By accepting this Agreement, you understand and agree that you are at all times and shall remain an independent contractor in the performance of the duties under this Agreement and shall not be considered an agent, employee, partner of, or joint venture of, or joint employer with Anderson University. You also hereby acknowledge that you are an independent contractor and have no authority to represent, obligate, or bind Anderson University in any manner or to any extent.

As an independent contractor, you will not be treated as an employee for the services performed hereunder for federal, state, or local tax purposes and Anderson University shall neither pay nor withhold federal, state, or local income or payroll tax of any kind on your behalf. You agree that you are responsible for all such taxes including all FICA taxes as required of independent contractors and that you will provide Anderson University with your Social Security Number and/or other Employer Tax Identification Number for 1099 purposes. By signing this Contract, you understand that Anderson University will not obtain Worker’s Compensation Insurance or State Unemployment Insurance for you and that you will not be eligible for, or entitled to, any benefits normally provided for employees of Anderson University.

2. **Expenses.** Anderson University **does not** reimburse for travel or meal expenses for Independent Contractors. The contracted amount above should reflect the entire amount expected for the services rendered.
3. **Force Majeure.** If this event, workshop, speaking engagement, or other service is cancelled due to acts reasonably beyond either party's control ("Force Majeure Events"), no party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement and no payment will be required or made for the unperformed services. "Force Majeure Events" include: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) pandemics, and (j) shortage of adequate power or transportation facilities. A change in economic circumstances is not a Force Majeure Event. If a Force Majeure Event occurs, the Impacted Party will provide prompt notice to the other party.
4. **Governing Law.** Any disputes between the parties shall be governed by South Carolina law. Venue shall be in Anderson County, South Carolina, and both parties agree to waive their respective rights to a jury trial.
5. **Assignment.** There will be no assignment or transfer of this Agreement, or of any interest in this Contract, unless both parties agree in writing. No services required under this Agreement, may be performed under a subcontract unless both parties agree in writing. Notwithstanding any subcontract, the independent contractor remains fully responsible for performing its obligations under this Contract.
6. **Indemnification.** The independent contractor agrees to defend, indemnify, and hold Anderson University harmless from any and all losses and claims that may result to Anderson University because of activity of the contractor, his/her/its agents and/or employees.
7. **Entire Agreement.** This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party not contained in this Contract are valid or binding. This Contract may not be enlarged, modified, or altered except by written amendment signed by all parties.
8. **Severability.** If one part of this Agreement is held to be illegal, void on in conflict with any South Carolina law, the validity of the remainder of the Contract remains operative and binding.
9. **Acceptance.** By accepting this Contract, you understand that **Anderson University is a Christian institution** of higher learning that is affiliated with the South Carolina Baptist Convention, and you agree that you will abide by our values and code of conduct while performing services for Anderson University. Failure to do so may result in termination of the Agreement.

**These Terms Have Been Read and Agreed to, and I Enter into this Agreement Freely and Voluntarily.**

**By:**

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Signature of Independent Contractor

Date

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Signature of Requestor/Department Representative

Date

**Remaining approvals for payment of these services are required in Workday.**  
**Please submit at least 2 weeks prior to event.**

Waiver and Release Document required with this agreement. Please find this on our web page at  
<https://andersonuniversity.edu/business-office/external-services/>

For Office Use: Applicable Documents that may be Required

W-9

COI (Certificate of Insurance-required for work on campus (Examples: business performing maintenance, repairs to equipment, photography, party rentals etc...))

Background Check (required if close interaction with students)