**CONTRACT FOR SERVICES RENDERED**

**BY A CONSULTANT/VENDOR/INDEPENDENT CONTRACTOR**

This Agreement is made and entered into by and between Regent University, a not for profit institution of higher education organized under the laws of the Commonwealth of Virginia having its principal address at 1000 Regent University Drive, Virginia Beach, Va. 23464-9800 (hereinafter referred to as the University), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(legal name), whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as Contractor).

 I. The University desires to obtain services from the Contractor as more particularly described herein (hereinafter referred to as the Services).

II. The Contractor is in the business of providing such Services and has agreed to provide the Services on the terms and conditions set forth in this Agreement.

III. Regent University is a Christ-centered institution, and the Board of Trustees, as well as the faculty and staff of the university, are committed to an evangelical interpretation and application of the Christian faith. The campus community is closely identified with the present-day renewal movement, which emphasizes the gifts, fruits, and ministries of the Holy Spirit. The University expects all Consultants, Vendors, and Contractors with whom we enter into any Contract or Agreement to both understand and agree to respect the Christ-centered environment, and to conduct themselves accordingly, recognizing that Regent University faculty, staff, and students have agreed to conduct themselves in accordance with the following articles of the Christian faith:

* That the Holy Bible is the inspired, infallible and authoritative source of Christian doctrine and precept.
* That there is one God, eternally existent in three persons: Father, Son and Holy Spirit.
* That man was created in the image of God but as a result of sin is lost and powerless to save himself.
* That the only hope for man is to believe on the Lord Jesus Christ, the virgin-born Son of God, who died to take upon Himself the punishment for the sin of mankind, and who rose from the dead, so that by receiving Him as Savior and Lord, man is redeemed by His blood.
* That Jesus Christ will personally return to earth in power and glory.
* That the Holy Spirit indwells those who receive Christ for the purpose of enabling them to live righteous and holy lives.
* That the Church is the Body of Christ and is comprised of all those who, through belief in Christ, have been spiritually regenerated by the indwelling Holy Spirit. The mission of the church is worldwide evangelization and the nurturing and making disciples of Christians.

Now, therefore, in consideration of the faithful performance of the obligations set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the University and the Contractor hereby agree as follows:

1. Scope of Work. The Contractor’s consultation and/or services will produce the following results:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Place of Work. The Contractor shall perform the work described herein from a place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or at a place to be designated by the University. Upon reasonable notice, Contractor shall meet with representatives of the University, either at the University's campus or other designated location.

3. Time Devoted to Work. In the performance of the Services, the amount of time devoted by the Contractor on any given day will be entirely within the Contractor’s control, and the University will rely on the Contractor to put in such number of hours as are necessary to fulfill the requirements of this Agreement.

4. Payment Method. The University will pay the Contractor as designated below:
 \_\_\_ Lump Sum Amount of **$\_\_\_\_\_\_\_\_\_\_\_\_\_** on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_ Hourly Rateof **$\_\_\_\_\_\_\_** to be invoiced monthly. Regent University payment terms are net 30.

 \_\_\_ Installments – Total of $\_\_\_\_\_\_\_\_\_\_\_\_ to be paid as follows:

on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of **$\_\_\_\_\_\_\_\_\_\_\_**

on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of **$\_\_\_\_\_\_\_\_\_\_\_**

on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of **$\_\_\_\_\_\_\_\_\_\_\_**

on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of **$\_\_\_\_\_\_\_\_\_\_\_**

Charge to Cost Center/Fund, Account code, and Activity Code (if applicable): \_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_

5.  Term.  The term of this Agreement shall commence on (start date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , or the date it is executed by the last to sign and shall continue until the work described above is completed, on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (end date).  Regent University may terminate this Agreement at any time, with or without cause.  Either party may terminate this Agreement at any time for failure of the other to comply with the terms and conditions of this Agreement. In the event of termination, Regent University’s sole obligation shall be to pay Contractor on a pro rata basis for work properly completed prior to the date of termination and accepted by Regent University. Upon the expiration of the term hereof or earlier termination of this Agreement, Contractor shall deliver to the University all completed work to date and any records or other property belonging to the University.

6.  Ownership of Work.  The parties agree that each and every result of Contractor’s services rendered hereunder shall be owned solely and absolutely by the University, including every right of copyright, for any and every purpose whatsoever throughout the world and without limitation of any kind, in perpetuity.  University shall have the right, and may grant others the right, to disseminate, reproduce and publish Contractor’s name, likeness and biography, and the product of all services rendered hereunder.  If Contractor is deemed by law to acquire any rights in the results of the services performed hereunder, he hereby assigns such rights to University without additional compensation other than as expressly set forth in this Agreement. Contractor waives all so-called “moral rights” or “droits moral.”

7. Status of the Contractor. The University and Contractor intend that the relationship established between them pursuant to this Agreement shall be that of client and Contractor. No agent, employee, or servant of Contractor shall be or shall be deemed to be an employee, agent or servant of the University. The University is interested only in the results obtained under this Agreement consistent with paragraph 8 below. The manner and means of conducting the work are under the sole control of the Contractor. None of the benefits provided by the University to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the University to the employees, agents or servants of Contractor. Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees, servants and subcontractors during the performance of this contract. By law, individuals who are paid as Contractors are responsible for reporting all additional income earned and paying appropriate federal and state taxes. Contractors who are paid $600 or more during a calendar year through Regent University are issued a Miscellaneous Income Form (1099 Form).

8. University's Right to Inspect. In the performance of the Services, Contractor has the authority to control and direct the performance of the details of the work, the University being interested only in the results obtained. However, the work contemplated herein must meet the University's standards and approval and shall be subject to the University's general right of inspection and supervision to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Contractor or Contractor’s business. The University will designate a representative who shall be authorized to act for the University in all matters related to Contractor’s performance of the Services.

9. General. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia. This Agreement constitutes the entire agreement of the parties with respect to the matters addressed herein and no modifications of this Agreement shall be enforceable unless in writing signed by both the University and Contractor. All references to the masculine gender herein shall be applicable equally to the feminine and neuter genders and all references in the singular shall apply in the plural.

In witness whereof the University and the Contractor have caused this Agreement to be executed.

**Cost Center/Dean, Contractor, and Regent University Approval Signatures ALL Required**

**COST CENTER MANAGER or DEAN**

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

 (Signature/Title) Date Print Name

**CONTRACTOR**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date Print Name

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please mark an “X” on the appropriate tax classification below and complete the attached IRS form W-9.**

Contractor Tax Classification:
 \_\_\_\_\_ Individual/Sole proprietor/Single-member LLC
 \_­­­­\_\_\_\_ Partnership
 \_\_\_\_\_ Corporation

**Soc. Sec. No. or Federal Tax Identification No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please sign up for direct deposit of payment(s) via secure link:** <https://www.regent.edu/admin/busoff/direct_deposit_ap_vendor.cfm>

**REGENT UNIVERSITY APPROVAL to be obtained once Cost Center/ Dean and Contractor have signed

For Individual/Sole proprietor Contractor Tax Classification**

This agreement is not valid or binding upon the University until signed by the Vice President for Human Resources and Administration or other officer of the university, verifying that Fair Labor Standards Act (FLSA) Contractor classification criteria are fully met.

by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Vice President for Human Resources & Administration Date

**OR**

**For all other Contractor Tax Classifications**

This agreement is not valid or binding upon the University until signed by the Director of Purchasing and Administrative Services or an officer of the University.

by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Director of Purchasing and Administrative Services Date

Form **W-9** (Rev. October 2018) Department of the Treasury Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

▶ **Go to** [***www.irs.gov/FormW9***](http://www.irs.gov/FormW9) **for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

C Corporation

S Corporation

Partnership

Trust/estate

Individual/sole proprietor or single-member LLC

Exempt payee code (if any)

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

Exemption from FATCA reporting

code (if any)

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

Requester’s name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

**Part I**

**Taxpayer Identification Number (TIN)**

**Social security number**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a*

**–**

**–**

*TIN,* later.

**or**

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

 **Part II**

**Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [*www.irs.gov/FormW9.*](http://www.irs.gov/FormW9)

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

* Form 1099-INT (interest earned or paid)
* Form 1099-DIV (dividends, including those from stocks or mutual funds)
* Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
* Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
* Form 1099-S (proceeds from real estate transactions)
* Form 1099-K (merchant card and third party network transactions)
* Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
* Form 1099-C (canceled debt)
* Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

Form **W-9** (Rev. 10-2018)

Cat. No. 10231X

**Print or type.**

See **Specific Instructions** on page 3.

**Sign Here**

**Signature of**

**U.S. person** ▶ **Date** ▶

**Employer identification number**

**–**