CONTRACT FOR PERSONAL SERVICES RENDERED

BY AN INTERNATIONAL CONSULTANT/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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as Independent Contractor).

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

II. The Independent 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 and Independent 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 Independent Contractor hereby agree as follows:

1. Scope of Work. The Independent Contractor's consultation and/or services will produce the following results:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In addition, Independent Contractor shall execute the US Foreign Corrupt Practices rider attached hereto as Exhibits 1 and 2, and incorporated by reference herein, and shall fully comply therewith.

2. Place of Work. The Independent Contractor shall perform the work described herein from a place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Upon reasonable notice, Independent Contractor shall meet virtually or by conference call with representatives of the University.

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

4. Payment. The University will pay the Independent Contractor the sum of **$000.00** in installments (or lump sum) on \_\_\_\_\_\_\_\_\_\_\_\_ (date/s).

Charge to Account #\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_.

5.  Term.  The term of this Agreement shall commence on the date it is executed by the last to sign and shall continue until the work described above is completed, on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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, Independent 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 Independent 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 Independent Contractor’s name, likeness and biography, and the product of all services rendered hereunder.  If Independent 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.  Independent Contractor waives all so-called “moral rights” or “droits moral.”

7. Status of the Independent Contractor. The University and Independent Contractor intend that the relationship established between them pursuant to this Agreement shall be that of client and independent contractor. No agent, employee, or servant of Independent 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 7 below. The manner and means of conducting the work are under the sole control of the Independent 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 Independent Contractor. Independent 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 Independent Contractors are responsible for reporting all additional income earned. Independent Contractor is responsible for all income and employment taxes, if any, which are required by law to be paid for the services performed in the country, and/or the contractor’s country of tax residence, if different, pursuant to this agreement. Moreover, Independent Contractor agrees to indemnify Regent University and hold it harmless from any interest, taxes or penalties assessed against it by any tax authority or governmental agency as a result of Independent Contractor’s non-payment of any taxes on amounts paid to Independent Contractor under the terms of this Agreement.

8. University's Right to Inspect. In the performance of the Services, Independent 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. Independent Contractor agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Independent Contractor or Independent Contractor's business. The University will designate a representative who shall be authorized to act for the University in all matters related to Independent 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 Independent 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 Independent Contractor have caused this Agreement to be executed.

REGENT UNIVERSITY

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

Department Manager/Dean Date

INDEPENDENT CONTRACTOR

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

Date

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

Check one: \_\_\_\_\_Individual \_\_\_\_Sole Proprietorship \_\_\_\_\_Partnership

This agreement is not valid or binding upon the University until signed by the Vice President for Human Resources and Administration or other designated HR representative, verifying that Fair Labor Standards Act (FLSA) independent contractor classification criteria are fully met. A signed W-8BEN which establishes foreign status must be received with the Independent Contractor Agreement before any payment will be issued to the Independent Contractor.

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

Vice President for Human Resources and Administration Date

Exhibit 1 to

Agreement (the “Agreement”)

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By and Between

Regent University (“Regent”) and the Independent Contractor to which this Exhibit 1 is Attached (the “Independent Contractor”)

**U. S. FOREIGN CORRUPT PRACTICES ACT RIDER**

**TO AGENCY, CONSULTANCY**

**OR REPRESENTATIVE AGREEMENT**

Terms not defined in this Exhibit 1 shall have the meaning ascribed to them in the Agreement The following provisions are incorporated by reference into the above-captioned Agreement:

1. U.S. Foreign Corrupt Practices Act. The *U.S. Foreign Corrupt Practices Act* (the “FCPA”) makes it unlawful to offer, pay, promise or authorize to pay any money, gift or anything of value, including but not limited to bribes, entertainment, kickbacks or any benefit, directly or indirectly, (i) to any official or any political party or (ii) to any person while knowing or suspecting that the payment or gift will be passed on to an official, in connection with any business activity of Regent or its wholly or partially owned affiliates (collectively “Regent”). For the purpose of this Agreement, an “official” means any employee or officer of a government of a country (*i.e.,* a country other than the United States of America), including any federal, regional or local department, agency, or enterprise owned or controlled by the government, any official of a political party, any official or employee of a public international organization, any person acting in an official capacity for, or on behalf of, any such organization or entity, and any candidate for political office.

2. Representations, Warranties and Covenants of the Independent Contractor. The Independent Contractor makes the following representations and warranties to Regent, and covenants and agrees as follows:

2.1 Public and Commercial Bribery Representations, Warranties and Covenants of the Independent Contractor. The Independent Contractor hereby represents, warrants and covenants to Regent that the Independent Contractor has not, and covenants and agrees that it will not, in connection with the transactions contemplated by the Agreement or in connection with any other business transactions involving Regent, make, promise or offer to make any payment or transfer of anything of value, directly or indirectly: (i) to any official (as defined above) or to an intermediary for payment to any official; or (ii) to any political party as a result of the services provided by Regent. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. This subsection shall not, however, prohibit normal and customary business entertainment or the giving of business mementos of nominal value in connection with the Independent Contractor’s performance under the Agreement.

2.2. Independent Contractor Certifications. The Independent Contractor agrees that it will, and will cause each of its directors, officers, employees, agents or other representatives who have any direct involvement with any of the management or operations of the business of the Independent Contractor under the Agreement, at the request of Regent, and at least annually, provide Regent with a certification in the form hereto attached and incorporated by reference as Schedule 1.

2.3 Independent Contractor’s Continuing Obligation to Advise. The Independent Contractor agrees that should it learn or have reason to know of: (i) any payment, offer, or Agreement to make a payment to an official or political party for the purpose of obtaining or retaining business or securing any improper advantage for Regent under the Agreement or otherwise, or (ii) any other development during the term of the Agreement that in any way makes inaccurate or incomplete the representations, warranties and certifications of the Independent Contractor hereunder given or made as of the date hereof or at any time during the term of the Agreement, relating to the FCPA, the Independent Contractor will immediately advise the Office of General Counsel of Regent in writing of such knowledge or suspicion and the basis therefor.

2.4 Regent’s Right of Investigation. The Independent Contractor agrees that Regent shall have the right, from time to time, upon written notice to the Independent Contractor, to conduct an investigation and audit of the Independent Contractor to verify compliance with the provisions hereof. The Independent Contractor agrees to cooperate fully with such investigation, the scope, method, nature and duration of which shall be at the sole reasonable discretion of Regent, consistent with the purposes of this FCPA Rider.

2.5 Regent’s Rights upon an FCPA Default. In the event that Regent believes, in good faith, that the Independent Contractor has acted in any way that may subject Regent to liability under the FCPA, Regent shall have the unilateral right, exercisable immediately upon written notice to the Independent Contractor, to terminate the Agreement, in addition to any other rights and remedies Regent may have under the Agreement, or at law or in equity.

2.6 Disclosure to U.S. Government. The Independent Contractor agrees that full disclosure of information relating to a possible violation of the FCPA or the existence and terms of this Agreement, including the compensation provisions, may be made at any time and for any reason to the U.S. government and its agencies, and to whomsoever Regent’s Office of General Counsel determines has a legitimate need to know.

2.7 This FCPA Rider is binding upon the Agent Independent Contractor is considered to be part of that certain Agreement between Agent and Regent, executed contemporaneously herewith.

ACKNOWLEDGED AND AGREED:

Regent University

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Independent Contractor

**Schedule 1**

**ANNUAL CERTIFICATION OF COMPLIANCE FOR**

**AGENTS, CONSULTANTS AND REPRESENTATIVES**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name] a duly authorized representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of agent, representative, or consultant company] (the “Independent Contractor”) do hereby certify for and on behalf of such company, that neither I, nor to my knowledge any other person, including but not limited to every officer, director, stockholder, employee, representative and agent of the Independent Contractor, has made, offered to make, or agreed to make any loan, gift, donation or payment, or transfer of any thing of value directly or indirectly, whether in cash or in kind, to or for the benefit of any official and/or political party, in connection with any business activity of the Regent University or any of its wholly or partially owned affiliates (collectively “Regent”). For purposes of this certification, the term “official” includes:

1. any employee or officer of a government of a country (i.e., a country other than the United States of America), including any federal, regional or local department, contractor, or enterprise owned or controlled by the government,

2. any official of a political party,

3. any official or employee of a public international organization,

4. any person acting in an official capacity for, or on behalf of, any such organization or entity; and

5. any candidate for political office.

I hereby confirm that should I learn of any of the prohibited activities described above, or if there are any changes in the ownership or control of the Independent Contractor, I will immediately advise Regent’s Office of General Counsel.

I hereby confirm that neither I nor anyone else at the Independent Contractor is an official (as defined above).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Independent Contractor

Exhibit 2 to

Agreement (the “Agreement”) Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By and Between

Regent University (“Regent”) and the Independent Contractor to which this Exhibit 2 is Attached (the “Independent Contractor”)

**FOREIGN CORRUPT PRACTICES ACT COMPLIANCE QUESTIONNAIRE**

The Foreign Corrupt Practices Act (“FCPA”) Policy covers several important areas of business conduct. For the purpose of obtaining legal advice, and to ensure that Regent University complies with this policy, you are requested to answer the following questions relating to the activities of your company during the past reporting period specified below. For the purposes of this questionnaire, “your company” is the entity that employs you, and includes its directors, officers, employees, representatives and agents. A “unit” is any affiliate or subsidiary of your company, including its directors, officers, employees, agents, and representatives. All other capitalized terms used in this questionnaire shall have the same meaning as defined or stated in the policy. Please answer questions 1 through 8 by placing an 'X' in the space adjacent to the correct answer.

1. Have you read and do you understand the FCPA policy?

Yes \_\_\_ No \_\_\_

2. Do you agree to fully comply with the FCPA policy?

Yes \_\_\_ No \_\_\_

3. To the best of your knowledge, information and belief, has any person or entity made, or offered to make, any payments, or given or offered to give anything of value, directly or indirectly, to or for the benefit of any Official, for the purpose of obtaining or retaining business, or otherwise securing any improper advantage in order to assist your company or any unit in obtaining or retaining business?

Yes\_\_\_ No\_\_\_

4. To the best of your knowledge, information and belief, has any person or entity made, or offered to make, any payments, or given or offered to give anything of value, directly or indirectly, to or for the benefit of any candidate for political office or any political party, for the purpose of obtaining or retaining business, or otherwise securing any improper advantage in order obtain or retain business on behalf of Regent?

Yes\_\_\_ No\_\_\_

5. To the best of your knowledge, information and belief, has any person or entity made, or offered to make, any payments, or given or offered to give anything of value, directly or indirectly, to a third party with “Knowledge”, as described in the Guidelines of the FCPA policy, that it would be offered to an Official for the purpose of obtaining or retaining business, or otherwise securing any improper advantage in order to assist Regent in obtaining or retaining business?

Yes\_\_\_ No\_\_\_

6. To the best of your knowledge, information and belief, has any person or entity recorded any entries in its books, records or accounts that might be interpreted as misstating or concealing the nature or purpose of any payment or expenditure that would be prohibited by the FCPA?

Yes\_\_\_ No\_\_\_

7. To the best of your knowledge, information and belief, has any person or entity maintained any cash funds, bank deposits or other assets without recording them on their financial and accounting books and records in connection with the services of Regent?

Yes\_\_\_ No\_\_\_

8. While employed with the Independent Contractor, have you participated in, assisted others in, or had knowledge of any conduct by your company or any unit (including directors, officers, employees, representatives and agents) that, in your judgment, either does not comply with the FCPA policy or has the appearance of not complying with the FCPA policy in respect of the services of Regent?

Yes\_\_\_ No\_\_\_

**If any of the answers to questions 3 through 8 is "Yes," please state the facts that form the basis for your answer on separate sheets of paper and attach them to this questionnaire.**

The responses to this questionnaire relate to the period from\_\_\_\_\_\_\_\_\_, 20\_\_\_ to \_\_\_\_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Independent Contractor

**Delivery Instructions**

• Please complete, sign and return this questionnaire to the REGENT UNIVERSITY Office of General Counsel, 977 Centerville Turnpike, SHB 202, Virginia Beach, Virginia, 23463, United States of America

• Each questionnaire should be placed by the respondent in separate sealed envelope, labeled "FCPA Privileged Communication," which envelope should be placed in a second envelope and addressed to: Regent University, Office of General Counsel, 977 Centerville Turnpike, SHB 202, Virginia Beach, Virginia 23463, United States of America.