

**CONSULTANT AGREEMENT BETWEEN  
BUCKNELL UNIVERSITY**

**And**

\_\_\_\_\_

THIS Agreement made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between Bucknell University (“Bucknell”) and \_\_\_\_\_ (“Consultant”), with business address at \_\_\_\_\_.

**I. Consultant Engagement**

By this Agreement Consultant agrees to provide \_\_\_\_\_ (“Services”) for the period \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_.

**II. Payment**

- a. Bucknell agrees to pay Consultant \$\_\_\_\_\_ per hour for \_\_\_\_ hours per week during the \_\_\_\_ weeks of this engagement, not to exceed \$\_\_\_\_\_.
- b. Bucknell also agrees to reimburse Consultant for reasonable and documented travel expenses relating to the Services. The total amount of reimbursement to Consultant for travel not to exceed \$\_\_\_\_\_.
- c. Trip reimbursement documentation must be completed and sent to Bucknell within 14 days of each trip conclusion. Receipts are needed for all expenses >\$50.
- d. Consultant must submit monthly invoices. The invoice should include the number of hours worked and total payment sought.

Consultant understands and agrees that total paid by Bucknell for Services provided in accordance with this Agreement shall not exceed \$\_\_\_\_\_.

Consultant is responsible for all applicable taxes. Bucknell will not withhold taxes from payments made in accordance with this Consultant Agreement. If Consultant is not a Pennsylvania resident, Bucknell may be required to withhold an additional Pennsylvania income tax as specified at 72 P.S. §7302, currently 3.07%. If the Speaker is a nonresident alien for U.S. tax purposes (as defined in the Internal Revenue Service’s Publication 519), Bucknell is required to withhold and report the appropriate tax (up to 30%) on all payments.

A completed IRS Form W-9 must be attached to this Agreement or already on file with Bucknell in order to timely process Payment. For payments to be made to Foreign Nationals or Foreign Entities, a completed IRS Form W-8 must be attached and any additional information as may be required upon request.

No later than the last day of each month of performance, Consultant shall submit an invoice for payment to Bucknell including the period of performance, hours worked with reference to this Agreement and the project. Bucknell shall deliver payment to Consultant no later than 30 days upon receipt of invoice.

Monthly invoices and expense reports shall be submitted to:

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

**III. Independent Contractor**

The Consultant acknowledges status as an independent contractor and not as an employee of Bucknell. As such, the Consultant shall have no claim against Bucknell for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment benefits or employee

benefits of any kind. The Consultant shall not self-represent to any third-party as being an employee of Bucknell.

**IV. Force Majeure, Cancellation and Termination**

Bucknell is hereby relieved of any liability if unable to meet the responsibilities of this Agreement because of, but not limited to the following, an Act of God, riots, epidemics or pandemics, strikes, any act or order of any public authority or any other legitimate cause beyond the control of Bucknell. If such acts or conditions occur, Bucknell will not be liable for any damages which the Consultant, its agents, or representatives might suffer. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice.

**V. Insurance**

The Consultant has arranged, through insurance or otherwise, to meet all needs of payment of medical costs for any injuries occurring on campus or arising out of the Services. The Consultant acknowledges that the University will not be responsible for any medical expenses arising out of injuries occurring on campus or arising out of the Services.

**VI. Indemnification**

The Consultant hereby agrees to indemnify, defend and hold harmless Bucknell University, its agents, trustees, students and employees from and against any and all loss, damage, liability, or expense, including attorney fees, including but not limited to all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or arising out of or claimed to be caused by or to have arisen out of the Services provided by the Consultant or the Consultant's noncompliance with this Agreement. The Consultant acknowledges that Bucknell will not be responsible for any physical damage occurring to property owned, leased or used by the Consultant.

**VII. Governing Law and Jurisdiction**

Any disputes arising under or related to the Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall be subject to the federal or state courts within the geographical limits of the United States District Court for the Middle District of Pennsylvania.

**VIII. Performance**

The Consultant agrees and warrants that in the Performance of this Agreement, the Consultant will not discriminate against any person or group of persons on the grounds of race color, religion, sex, age, national origin or on the basis of disability but otherwise qualified in a manner prohibited by the laws of the United States.

**IX. Use of Bucknell Name.** Consultant may not, at any time prior to, during or after the end of the Agreement, use Bucknell University's name, logo or trademarks for any purpose except in connection with resume information without the prior written consent of Bucknell.

**CONSULTANT:**

**BUCKNELL UNIVERSITY:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**