

**Independent Contractor Contract**

This document is an Independent Contractor contract between the Institute of American Indian and Alaska Native Culture and Arts Development (IAIA), Santa Fe, New Mexico, and      hereinafter called "Contractor." Both parties mutually agree:

1. The Contractor shall provide the following service       (**SCOPE OF WORK** to be attached) to IAIA for the period beginning       and ending on     . The Contractor and Contractor’s agents and employees, are independent Contractors performing professional services for IAIA and are not employees of IAIA and therefore are not eligible for IAIA benefits during the term of this contract, including unemployment and workers' compensation benefits as defined by existing law.

* The Contractor is responsible to provide all tools, materials and other equipment in order to perform the services listed under this contract.
* Contractor is solely responsible and shall maintain workers’ compensation and employer- liability covering Contractor’s work for IAIA.
* The IAIA reserves the right to request the Contractor provide a certificate of credible coverage for all insurance required under this contract at the time of the execution of this contract.

2. The Contractor shall, during the period of the contract, perform those duties, responsibilities, and requirements as stated in the attached **SCOPE OF WORK**. All duties, responsibilities and requirements shall be performed competently and in a timely manner.

* The Contractor shall maintain detailed time records which indicate the day, time and nature of services rendered.
* These records shall be subject to inspection by the IAIA upon request during normal business hours.
* The Contractor acknowledges that significant portions of the information obtained during the course of this path is of a sensitive and confidential nature and will not be released or discussed with anyone other than authorized personnel.

3. It is expressly understood and agreed by and between the Contractor and IAIA that the Contractor shall indemnify and save the IAIA harmless from any and all claims for damages or injuries to persons or property which occurs in carrying out the provisions of this Agreement, except when such claim arises from the negligence of IAIA.

4. This contract is subject to and subordinated to the applicable provisions of Public Law 99-498 as it may be modified or amended, and to such policies, rules and regulations as are adopted by the IAIA Board of Trustees or the President and as outlined in the IAIA Personnel Policy Manual, except as specified otherwise in this contract.

5. The Contractor shall, as total compensation for the period of the contract as stipulated in paragraph one (1), receive a fee of **$**      payment for services performed and shall be paid according to IAIA policies and procedures, but not to exceed **$**     .

6. In the event that a pre-contract or post-audit review of qualifications (background check) including proof of insurance of the Contractor shows that the Contractor is not suitable or qualified for the position or fees herein, this contract may be adjusted or terminated immediately at the discretion of IAIA. Any Contractor engaging in malfeasance or unethical conduct may be terminated at IAIA's sole discretion.

7. This contract may be terminated by either party for any reason at any time. The parties shall have the right to terminate the contract immediately, in writing, by providing notice to individual for whom professional services are being provided. The party is entitled to be paid for all work performed up to and including the date of notice of termination. The party shall provide a copy of any and all work performed to the individual for whom professional services are being provided immediately in order for all payment to be rendered.

* The Contractor is liable for the return of any IAIA pre-payment, if work is not completed as outlined in Scope of Work.

8. This contract incorporates the entire agreement of the parties and is subject to the availability of funds. If any portion of this contract is declared illegal or unenforceable, the remaining portion continues in full force and effect. Any amendment of this Agreement and/or Service Addendum shall be in writing and signed by the parties hereto.

Department Head Date

IAIA President  Date

Contractor  Date

Signatures below this line are for internal use only and do not constitute contractual agreement or obligation.

VPO Date

Director of HR Date

**SCOPE OF WORK**

Provide a sufficiently detail outline on the deliverable product/services which the Contractor is expected to produce/deliver.

* Time Frame
* Communication and/or status update requirements
* Criteria requirements
* It is recommended that payment to a Contractor should not be made in full, BEFORE services are performed and/or work-product delivered. A suitable and/or partial payment in interval (if appropriate) is recommended.