

## CONSULTING SERVICES AGREEMENT

AGREEMENT made by and between Xavier University of Louisiana and \_\_\_\_\_ (hereafter referred to as “Xavier” and “Consultant”).

The parties agree as follows:

### STATEMENT OF WORK

The Consultant, with tax ID# \_\_\_\_\_, shall perform work as set forth in attachment A, under the direction of Xavier University of Louisiana’s \_\_\_\_\_ at such times and places as mutually agreed upon. The Consultant shall not commence any project or services or incur any expenses until instructions are received from Xavier’s authorized representative, \_\_\_\_\_.

### COMPENSATION

- (a) Xavier shall compensate the Consultant at the fixed rate of \_\_\_\_\_ per \_\_\_\_\_ upon receipt of a satisfactory invoice.
- (b) Xavier shall reimburse the Consultant for travel and other reasonable and necessary costs incurred in, and related to, the fulfillment of work assignments, provided prior approval from Xavier’s Representative is obtained. Reimbursement for local mileage shall be according to Xavier’s Travel Policy.
- (c) The Consultant shall submit invoices covering all fees and expenses to Xavier's Representative \_\_\_\_\_ The Consultant's invoice submissions shall be due and payable within 45 days of the invoice date.

### TERMS AND TERMINATION

This agreement shall be for the initial period of \_\_\_\_\_ day(s) week(s) month(s) from the date of approval, and may be terminated at any time by either party giving written notice to the other at least fifteen (15) days prior to the termination date. Xavier may terminate this agreement immediately if it determines that the Consultant has breached, or failed to adhere to, the obligations set forth herein.

### PROPRIETARY INFORMATION

The Consultant shall hold in confidence and not disclose to any third party, without prior approval of Xavier’s Representative, any proprietary information provided by Xavier of Xavier’s Representative and/or its employees. Neither shall the Consultant use proprietary information for any purpose other than performing work under this agreement. The term “proprietary information” means any information of Xavier, and /or of its affiliates, that is not openly communicated or accessible to a third party, whether or not marked or identified as confidential, and any information of a third party as to which Xavier and/or its affiliates has a non-disclosure obligation.

**RECORDS AND DATA**

The Consultant shall maintain a written record of all work performed and data generated in the course of performance. Such material shall be the sole property of Xavier and shall be made available upon request. Upon completion of each specific project or termination of this agreement the consultant shall, if requested by Xavier’s Representative, promptly furnish a complete report, together with all supporting data.

**CONFLICTING WORK**

The Consultant shall inform Xavier’s Representative prior to accepting work for any third party that would conflict with, or impede an unbiased performance of, Xavier’s work.

**STATUS AND BENEFITS**

- (a) Xavier and Xavier’s Representative shall not make any representation, expressed or implied, that the Consultant is an employee, agent or legal representative of Xavier, nor will Xavier or Xavier’s Representative assume or incur any liability or obligations of any kind to any third party the name or on behalf of the Consultant.
- (b) The consultant acknowledges that Xavier shall not cover the Consultant with worker’s compensation, unemployment insurance, state disability insurance, public liability, or Xavier’s employee benefit plan, including any life, medical or travel accident insurance, pension, vacation, sick leave or disability plan.

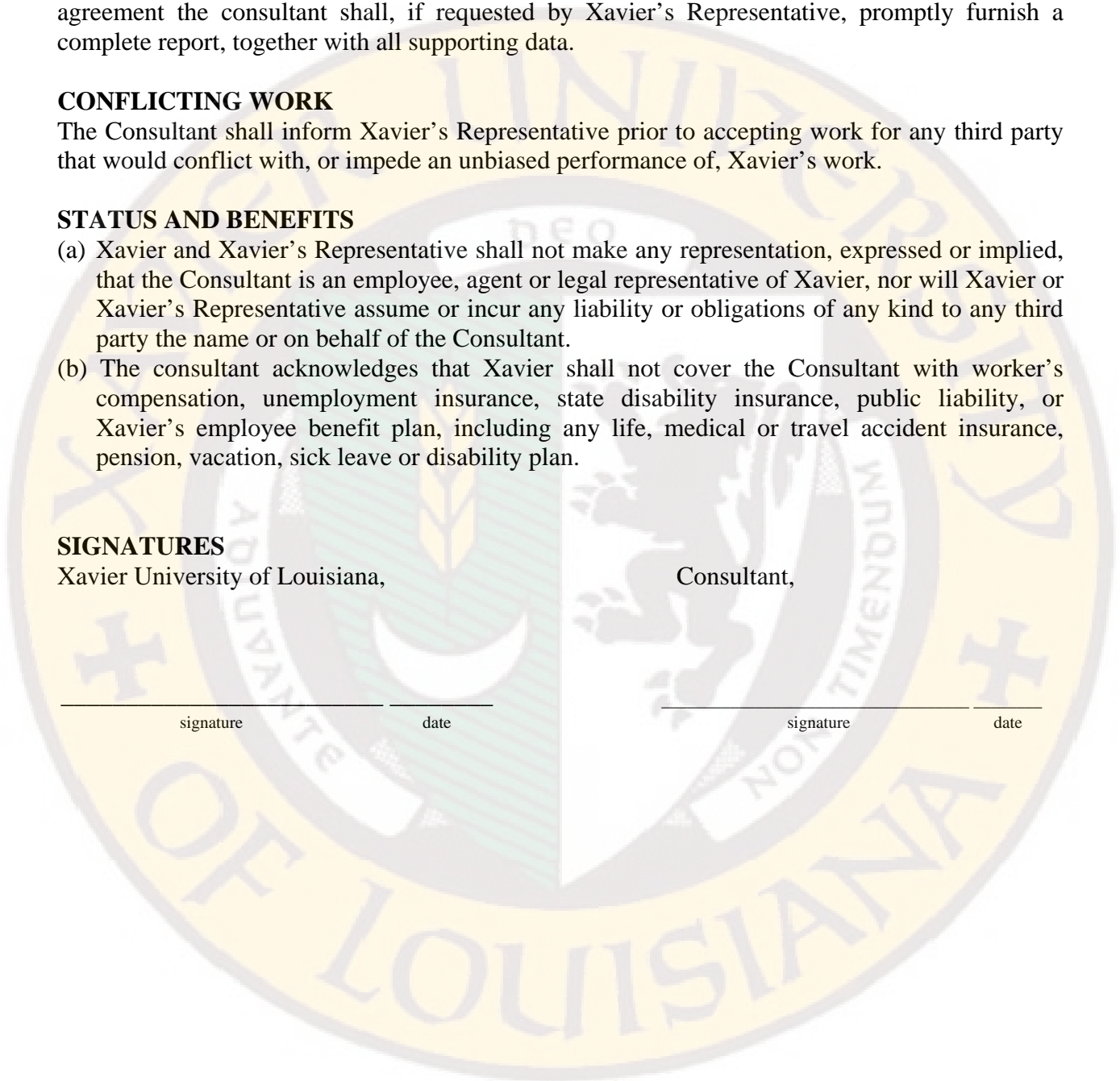
**SIGNATURES**

Xavier University of Louisiana,

Consultant,

\_\_\_\_\_ signature \_\_\_\_\_ date

\_\_\_\_\_ signature \_\_\_\_\_ date



**ATTACHMENT A**