

APPENDIX C

Tuskegee University Professional Personal Services Contract with Independent Contractor Appendix A – General Terms and Conditions

1. **INDEPENDENT CONTRACTOR:** The Contractor will act as an independent contractor under this contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of Tuskegee University. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the Tuskegee University and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the Tuskegee University and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Tuskegee University shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The Tuskegee University shall not withhold from the contract payments to the Contractor and federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Tuskegee University shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

The Contractor will provide the services and achieve the results specified by the Tuskegee University, free from the direction or control of the Tuskegee University as to means and methods of performance.

2. **INSURANCE:** The Contractor, as an independent contractor, will be required to procure and maintain Comprehensive General Liability insurance and Commercial Auto Liability insurance. The Contractor shall be required to provide a Certificate of Coverage mailed to XXXXXX XXXXXX. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, the amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name Tuskegee University as an additional insured. The Comprehensive General Liability coverage and the Commercial Auto Liability coverage shall be a minimum amount of Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate through insurance company with a Best rating of A or higher and a financial size Class X or higher approved by

SAMPLE

SA

Phone Number: _____

Fax Number: _____

Phone Number: _____

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