

**COMMONWEALTH OF VIRGINIA  
CHRISTOPHER NEWPORT UNIVERSITY**

**INDIVIDUAL SERVICES CONTRACT**

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, hereinafter called the "Contractor" and

Christopher Newport University, hereinafter called the "Purchasing Agency". **WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of promises and of the mutual covenants, consideration, and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide the Purchasing Agency the following services:

\_\_\_\_\_ and shall be compensated in the amount of \$ \_\_\_\_\_ as having been predetermined by the Purchasing Agency as being fair and reasonable.

**PERIOD OF CONTRACT:** From \_\_\_\_\_, 2009 through \_\_\_\_\_, 2009.

**PAYMENT:** In accordance with the "Prompt Payment Act," payment shall be made 30 days from receipt of this form properly completed, or 30 days from receipt of the services, whichever is later. The individual contractor is required to provide the University with their Social Security Number. Failure to do so will result in withholding payment until this information is provided.

**TAXES:** The Contractor will perform as an individual contractor, is self-employed, therefore is responsible for any and all taxes and will accrue no benefits from the Commonwealth of Virginia. All payments made to the Contractor will be reported to the IRS via Form 1099. All payments to nonresident aliens may be subject to withholding tax at the time of payment and will be processed in accordance with IRS regulations via Form 1042.

**DISPUTES** arising under this Contract will be processed in accordance with the Commonwealth of Virginia Vendor's Manual.

**HOLD HARMLESS:** The Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents and employees from any claims, damages and actions of any kind or nature, whether at law or in equity arising from or caused by the Contractor's performance or non performance under this contract.

**CANCELLATION OF CONTRACT:** THE PURCHASING AGENCY RESERVES THE RIGHT TO CANCEL AND TERMINATE THIS CONTRACT, IN WHOLE OR IN PART, WITHOUT PENALTY, UPON \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CONTRACTOR.

**I certify by my signature hereon that I do not serve in this capacity as an employee of Christopher Newport University and that the services provided as stated herein represent my sole contractual relationship with the University during the period of engagement for the performance of the services listed above.**

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

**PURCHASING AGENCY:**

Signature: \_\_\_\_\_

Christopher Newport University

Name (print): \_\_\_\_\_

Name (print): \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Date: \_\_\_\_\_

Date \_\_\_\_\_ Phone: \_\_\_\_\_

Account Number: \_\_\_\_\_

**Note: Payment will not be made until completed W-9 or applicable W-8 form is submitted.**

(Rev. 10/08)