

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 Rep-

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