

CHAPMAN UNIVERSITY  
INDEPENDENT AFFILIATED RESEARCHER AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_, between Chapman University ("University"), a California non-profit corporation and

Affiliated Researcher Name:

Social Security Number (required): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Permanent Address: \_\_\_\_\_ (Street Address)  
\_\_\_\_\_, \_\_\_\_\_ (City, State, Zipcode)

***Signed form IRS W-9 or W-8BEN, as appropriate, must be attached<sup>1</sup>***

University Contact (This is for coordinating purposes only, this individual does not have power to bind the institution)  
Name:

Department:

Telephone: \_\_\_\_\_ (\_\_\_\_\_) - \_\_\_\_\_

Facsimile: \_\_\_\_\_ (\_\_\_\_\_) - \_\_\_\_\_

The Affiliated Researcher agrees to provide the following personal services in accordance with the terms and conditions of this Agreement.

1. ESI PROJECT DESCRIPTION:

2. DATE(S):

3. PROJECT TIMEFRAME:

4. PROJECT RESOURCES:

5. COMPENSATION:<sup>2</sup>

Fee/Honorarium \$ \_\_\_\_\_ Unless otherwise specified, this is the total amount due and shall be paid  
[insert payment method and due date].

Fixed stipend for airfare: Actual cost of airfare not to exceed \$ \_\_\_\_\_ to be used for airfare for Affiliated  
Researcher and Spouse for all trips referenced in Section 1.

Fixed stipend for rental car: \$ \_\_\_\_\_ per day for a maximum of \_\_\_\_\_ days

Hotel arrangements shall be made at the \_\_\_\_\_ hotel for a maximum of \_\_\_\_\_ days and shall be paid  
directly by the University.

No other cost, expenses or payments shall be made or reimbursed.

7. INDEPENDENT CONTRACTOR: The Affiliated Researcher, in the performance of this Agreement shall act in the capacity of an Independent Contractor and not as an employee or agent of the University. The Affiliated Researcher agrees that nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. As such, the parties will each be responsible for their own negligence. Affiliated Researcher shall not become an employee of the University

<sup>1</sup> Online GLACIER forms may be substituted for international visitors. Payments are subject to applicable state and federal tax withholding laws and regulations. International visitor must hold appropriate visa, provide required documentation, and update GLACIER forms annually.

<sup>2</sup> **California Non-Residents** - Payments made to (1) nonresident individuals or (2) businesses that do not have a permanent place of business in the state of California and that are not qualified through the Office of the Secretary of the State to do business in California are subject to applicable California tax withholding laws and regulations, unless such payee confirms that it is exempt from withholding by submitting a completed Form 590 with the first invoice to Chapman University.

by acting under this Agreement and Affiliated Researcher shall be responsible for the payment of any taxes and social security contributions owing from the above compensation.

8. **INDEMNIFICATION:** The Affiliated Researcher agrees to indemnify, defend, and hold harmless the University, its trustees, officers, agents and employees from and against all claims, suits, damages, judgments, liabilities, penalties, losses or expenses (including costs and attorneys' fees) arising from the (i) negligence, (ii) actual or alleged infringement of any copyright, privacy or publicity right, or other statutory or common law right of any person, firm or corporation, (iii) the defamation of any firm, person, or corporation, (iv) violation of applicable local, state, or federal law; or (v) willful misconduct of or by the Affiliated Researcher, its agents, or employees.
9. **FAILURE TO PARTICIPATE:** In the event that the Affiliated Researcher fails to appear and participate pursuant to the terms of this Agreement, the Affiliated Researcher shall be responsible for repayment of funds provided by the University or any payments required to be paid by the institution on behalf of the Affiliated Researcher for cancellation fees or other non-refundable costs.
10. **MISCELLANEOUS**
  - a. The University shall have the right and royalty free license to simulcast or produce and show a tape-delayed broadcast of the Affiliated Researcher's presentation to the University community or general public, through closed-circuit television. This license shall be non-exclusive and the copyright shall remain with the Affiliated Researcher.
  - b. Copies of the Affiliated Researcher's presentation may be maintained by the University's library for use and benefit of its patrons. The Affiliated Researcher consents to the use of such a recording.
  - c. No other audio or video taping of the Affiliated Researcher's presentation shall be made by the University without the Affiliated Researcher's prior written authorization.
  - d. Details and manner of the presentation are under the control of the Affiliated Researcher. However, the University retains the right to direct the Affiliated Researcher to discontinue any activity constituting a violation of University policy, as well as any federal, state or local laws.
11. **PARAGRAPH HEADINGS:** Paragraph headings are used for convenience only and shall not be deemed to be part of this agreement.
12. **FORCE MAJEURE:** University shall not be liable for, and shall have the option to terminate or suspend this Agreement by written notice to Affiliated Researcher upon, any delay or failure of performance hereunder due to any cause beyond the reasonable control of University, including, without limitation, acts of God, natural disasters, strikes, disturbances of peace, riots, war, insurrection, acts of terrorism, governmental action or restrictions, government shutdowns, government issued states of emergency, quarantine restrictions, epidemics, or other emergencies including planned or unplanned closures of the University campus for public health, welfare, or safety purposes, which make it inadvisable, excusable, or impossible to perform this Agreement (each, a "Force Majeure Event"). Affiliated Researcher shall return to University any and all fees and sums prepaid by or on behalf of University in connection with this Agreement to the extent such fees or sums are allocable to nonperformance resulting from a Force Majeure Event.
13. **TERMINATION:** The University may terminate this Agreement for its convenience at any time by giving the Affiliated Researcher at least fifteen (15) days' written notice of such action. For termination under this section that does not constitute a Force Majeure Event, the University agrees to reimburse the Affiliated Researcher for noncancelable, out of pocket travel expenses incurred by the Affiliated Researcher in the performance of this Agreement and approved by the University, subject to submission of itemized, original receipts. Such reimbursement shall not exceed the amount of the Fee/Honorarium set forth in Section 5
14. **APPLICABLE LAW AND VENUE:** This Agreement shall in all respects be interpreted, enforced, and governed exclusively by and under the laws of the State of California. Venue for any action to enforce the terms and conditions of this Agreement shall be Orange County, California.
15. **ASSIGNMENT AND SUBCONTRACTING:** The Affiliated Researcher may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written

approval of the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

16. **SEVERABILITY:** In the event any provision of this Agreement shall be found to be unenforceable, that provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected.
17. **MERGER CLAUSE AND MODIFICATION:** This Agreement contains the entire agreement between the parties on the subjects addressed in this Agreement and replaces any other prior agreements between the parties. It supersedes all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied. The parties have not executed this Agreement in reliance on any representations, inducements, promises, agreements or warranties other than those expressly contained in this Agreement. In addition, no modification of this Agreement shall be effective unless made in writing and signed by each of the parties.
18. **HARASSMENT AND DISCRIMINATION:** Affiliated Researcher agrees to comply with the University's policies on harassment and discrimination, copies of which are available at <https://www.chapman.edu/faculty-staff/human-resources/hr-policy/index.aspx> and incorporated herein by reference. Copies of these policies may also be obtained by calling 714-997-6686.
19. **EXECUTION OF AGREEMENT:** This Agreement shall be binding upon the parties hereto, their successors and assigns, upon execution of both parties. The undersigned represents that he/she is a representative authorized to sign on behalf of the Affiliated Researcher and enter into this Agreement. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the Parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of the Agreement, as executed by the Parties, may be used in lieu of an original for all purposes permitted by law.

THE PARTIES HAVE AGREED TO AND EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

**ACCEPTED BY THE CHAPMAN UNIVERSITY:**

\_\_\_\_\_  
 Harold W. Hewitt, Jr.  
 Executive Vice President and Chief Operating Officer

\_\_\_\_\_  
 Date

**ACCEPTED BY THE AFFILIATED RESEARCHER:**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Date