

## CONSULTING AGREEMENT

This Consulting Agreement (“**Agreement**”) dated \_\_\_\_\_ (“**Effective Date**”), is entered into by Marquette University, a Wisconsin nonstock corporation (“**Marquette**”) and \_\_\_\_\_ (“**Consultant**”).

### RECITAL

Marquette and Consultant desire to enter into this Agreement to provide for each party’s responsibilities with respect to the Services described on attached Exhibit A (the “**Services**”).

### AGREEMENTS

Marquette and Consultant agree as follows:

1. Consultant Responsibilities. Consultant will perform the Services as described in Exhibit A.
2. Fees and Payments. Marquette will pay Consultant the amount set forth on Exhibit A. Consultant is an independent contractor and will be solely and personally responsible for all federal, state and local taxes, contributions and premiums with regard to such payments.
3. Term. The term of this Agreement will be from the Effective Date of this Agreement until completion of the Services and payment by Marquette.
4. Ownership of Work Product. Consultant hereby sells, assigns, grants and transfers to Marquette all right, title and interest in any reports, documents or other copyrighted materials prepared by Consultant for Marquette under this Agreement, including all copyrights, renewals and extensions thereof. Consultant represents and warrants to Marquette that no third party will have any rights in any reports, documents, or other copyrighted materials prepared by Consultant for Marquette under this Agreement and that Consultant has the authority to deliver title to any reports, documents, or other copyrighted materials prepared by Consultant for Marquette under this Agreement.
5. Nondisclosure of Confidential Information. Consultant will not, either directly or indirectly, as an employee, agent, consultant, partner, shareholder or in any other capacity, use or disclose any confidential or proprietary information, including without limitation employee and student data, financial data and mailing lists (the “**Confidential Information**”) of Marquette for any purpose other than performance of the Services. Unless Consultant has obtained the prior written consent of Marquette, Consultant will not disclose the Confidential Information to any third parties and Consultant will limit disclosure of the Confidential Information to Consultant employees with a need to know the Confidential Information. Consultant agrees that it is responsible for any breach of this Agreement by its officers, directors, shareholders, employees, consultants and agents. This Section 5 will not apply to any information that Consultant can demonstrate by written evidence (a) was known to Consultant prior to the disclosure to Consultant by Marquette or (b) has become public knowledge without a breach of this Agreement or other confidentiality obligation.

Marquette may discontinue furnishing or making available access to Confidential Information at any time in the sole discretion of Marquette. Upon demand by Marquette, Consultant will promptly deliver to Marquette or destroy all Confidential Information and all correspondence, designs, sketches, drawings, manuals, letters, notes, computer diskettes, computer or voice tapes, notebooks, reports or any other documents or media embodying or concerning the Confidential Information that came into Consultant’s possession, by any means whatsoever, during the term of and performance of the Services.

6. Insurance. If the amount paid to Consultant under this Agreement is in excess of \$2,000, Consultant will maintain the following insurance policies from insurers licensed to do business in the State of Wisconsin: (a) commercial general liability insurance of not less than \$1,000,000/occurrence and \$2,000,000 aggregate; (b) worker compensation insurance in accordance with applicable state statutory limits; (c) automobile insurance in the amount of \$1,000,000 (including coverage for insured, uninsured, underinsured, owned and non-owned vehicles). Certificates of insurance will be provided upon request of Marquette. Where liability insurance is required, Marquette will have no duty to pay any invoice until proof of liability insurance with appropriate minimum limits is provided to Marquette by Consultant.

If Consultant is an individual person or sole proprietorship and with no employees except for the individual performing the services, the preceding insurance provision will not apply, but the following language will apply. Marquette and Consultant are independent contractors. Consultant will in no way become an employee of Marquette by performing services under this Agreement and is not eligible for worker compensation or unemployment benefits from Marquette. Consultant agrees and understands that, as an independent contractor, Consultant may be required by applicable law to provide Consultant's own Worker Compensation insurance coverage. *See, e.g.,* § 102.04(1)(b)2, Wis.Stats. Consultant will be responsible for health and medical bills for sickness and injury that may be suffered by Consultant while performing services covered by this Agreement. In addition, Consultant understands and agrees that financial responsibility for Consultant's legal liability arising from Consultant's actions and activities will rest with Consultant.

7. Relationship. The parties hereto are independent contractors. Nothing in this Agreement will be understood or construed to create or imply any relationship between the parties of any joint venture, employer/employee, principal/agent or partnership. Consultant will in no way become an employee of Marquette by performing under the Agreement. Neither party is authorized to nor will any party represent itself as, the agent, representative, partner or joint venturer of the other party unless agreed upon by both parties in specified circumstances. Consultant will make clear to all third parties that Consultant is an independent contractor and consultant to Marquette and that Consultant is not an employee or official of Marquette. Neither party will have the authority to nor will either party attempt to assume any obligation by or on behalf of the other party.

8. Expenses. Except as expressly provided to the contrary in this Agreement, all expenses incurred by the parties will be the sole responsibility of the party who ordered the service or incurred the particular expense.

9. Governing Law. This Agreement will be governed by and construed exclusively in accordance with the laws of the State of Wisconsin, regardless of choice of law requirements. The parties hereby consent to the jurisdiction of the state or federal courts in Milwaukee County, Wisconsin for the purpose of any suit, action or proceeding arising out of or related to this Agreement and expressly waive any and all objections they may have as to venue in these courts.

11. Assignment. This Agreement may not be assigned without the written consent of the other party. Consultant's services are personal in nature and may not be assigned or delegated to any other person.

12. Entire Agreement. This Agreement represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Program. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

13. Counterparts. This Agreement may be signed in counterparts, and signatures delivered

electronically will be treated as original signatures. All executed counterparts taken together will constitute one agreement.

CONSULTANT:

MARQUETTE UNIVERSITY

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**EXHIBIT A**

**Services**

**Description of Services:**

**Schedule for Services:**

**Date for Final Completion of Services:**

**Payment for Services:**

**Date(s) for Payment(s):**