

**AGREEMENT
BETWEEN
THE UNIVERSITY OF MISSISSIPPI
MEDICAL CENTER
AND**

This Agreement (“Agreement”) is entered into by the University of Mississippi Medical Center (“UMMC”) and _____ (“Consultant”) _____ (consultant’s address which may change – consultant will provide updates if applicable).

In consideration of the mutual promises and agreements contained herein, the undersigned parties, intending to be legally bound, hereby agree as follows:

1. STATEMENT OF WORK:

_____ agrees to provide UMMC the following services:

2. PERIOD OF PERFORMANCE:

The Consultant shall begin performance on _____ or on the date this contract is executed by both parties and continues until _____ or until this contract is terminated by agreement of the parties or by the notice as described in Paragraph 10.

3. CONSIDERATION:

UMMC agrees to pay \$_____ per hour (hourly rate) for _____ hours not to exceed \$_____ and travel expenses for up to an amount not to exceed \$_____ per year, the total not to exceed \$_____. All travel reimbursements must be in compliance with UMMC policies and procedures and laws of the State of Mississippi.

4. PAYMENT:

Payment is due upon receipt of submission of monthly invoices detailing consultant's activities for each specific calendar month. Invoices may be submitted as often as every two weeks, and payment is due to the consultant upon the University's receipt of any statement. The invoice should be sent to:

Charles Mullen, Comptroller's Office
University of Mississippi Medical Center
2500 North State Street
Jackson, MS 39216-4505

5. NOTICES:

Any notices under this agreement shall be sent to:

J. Michael Lightsey
Associate Vice Chancellor for Financial Affairs
University of Mississippi Medical Center
2500 North State Street
Jackson, MS 39216-4505
(601) 984-1027 (o) (601) 984-2969 (fax)

6. AMENDMENTS:

This Agreement may be amended from time to time by written Amendments approved by both of the parties.

7. STATUS OF PARTIES:

is working as an independent contractor. UMMC is not responsible for payment of employment taxes, benefits or insurance. The independent contractor is responsible for income and employment taxes related to the fees paid under this agreement. UMMC complies with Internal Revenue Service regulations on 1099 tax reporting for payments made to independent contractors

Each party to this contract is responsible for its own acts or actions and for the actions of its employees or agents.

As UMMC is a state-supported educational entity, any liability claims will be handled under the Mississippi Tort Claims Act, M.C.A. 11-46-1 et seq., subject to the Act's limitations.

8. CONFIDENTIALITY:

The parties agree that any information given by UMMC to the consultant, or that the consultant comes in contact with, during the performance of this contract shall remain confidential.

9. COMPLIANCE:

The parties agree that they will comply with all applicable federal, state, and local laws, executive orders, rules, and regulations applicable to their performance under this contract, including the applicable rules and regulations of The Joint Commission (TJC).

_____ also agrees that it will comply with the requirements stated in the above-referenced contract.

10. TERMINATION:

Either party may terminate on thirty (30) days' notice.

WITNESS OUR SIGNATURES on the dates written below.

CONSULTANT

Name

Title

Date

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

Kaye Bender, PhD, RN, FAAN
Dean and Professor, School of Nursing

Date