**Independent Contractor Agreement**

## Official Template – Contractor License to Cornell - July 23, 2019

This Agreement is between Cornell University, ILR Outreach Division and xxx ("Contractor") and address.

1. Contractor agrees to provide non-credit educational services related to developing and delivering Cornell's professional development Public, Private, and Custom Programs. ("Cornell Programs").
2. For purposes of this Agreement, the term Cornell Programs includes any work relating to training, workshop, presentation, facilitation, design or similar event or activity promoted by Cornell. Cornell Private and Custom Programs include any customized and/or onsite training, workshop, presentation, facilitation, consultation or similar event or activity performed by Cornell under contract with a specific private, public or nonprofit organization for the benefit of the employees of that organization.
3. In the performance of services under this Agreement, the Contractor shall be an Independent Contractor and not an employee of Cornell. Contractor is not an agent of, or authorized to transact business, enter into Agreements, or otherwise make commitments on behalf of Cornell. Cornell will not pay or withhold federal, state, or local income tax or other payroll tax of any kind on behalf of Contractor or its employees. Contractor is not eligible for, not entitled to, and shall not participate in any of Cornell's pension, health, or other benefit plans. Contractor is responsible for the payment of all required payroll taxes, whether federal, state or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.
4. Contractor shall comply with all workers compensation laws and purchase coverage if required and waive subrogation on behalf of itself or its insurance company. If Contractor is not subject to workers compensation laws, Cornell shall waive this requirement in exchange for the indemnification of Cornell by Contractor and Contractor shall hold Cornell harmless from any injury which Contractor or Contractor's employee suffers. Contractor indemnifies Cornell and holds it harmless against any fines, damages, assessments, or attorney fees in the event a court or administrative agency shall find that the Contractor is an employee of Cornell.
5. Contractor agrees to defend and indemnify Cornell against any act or omission of contractor in the performance of the work. Cornell agrees to defend and indemnify contractor for any negligent act, omission, or intentional wrongdoing of Cornell in performance of its obligations under this agreement.
6. All representations of Contractor's association with Cornell will be described as: Independent Contractor; Educator – Professional Programs; Professional Instruction Specialist; Contributing Educator; Contributing Practitioner; Technical Contributor – Professional Programs; {Field of Study}, Specialist; or Technical Assistance Specialist. Independent contractors cannot refer to themselves using such terms as “faculty”, “professor”, “adjunct instructor”, “lecturer”, or other similar titles which are strictly reserved for other uses.
7. Contractor must advise Cornell in writing and before it performs work at a competing organization using the same or similar materials and/or content it provides to Cornell. A competing organization is any public, non-profit, or private organization, which publicly promotes open enrollment or custom design programs, training, workshops, presentations, facilitations, consultations, or similar events or activities in the same subject areas described in Cornell ILR's promotional efforts. Cornell ILR wants to be aware of which other competing organizations for whom the contractor is working.
8. Any requests for consulting or training received by a Contractor that arise from performing work for Cornell, from a Cornell client, or as a result of Cornell advertising or promotion efforts must be referred in writing to a Cornell ILR Program Director.
9. Contractor agrees to license to Cornell all materials, information, training design and other work developed ("Copyrighted Work") by Contractor, as provided below.
10. Contractor grants Cornell for use in Cornell Programs a non-transferable license to use, distribute and/or incorporate, in whole or in part, the Copyright Work as identified in Attachment (“Copyright Work”) and any related updates, design, and instruction information for the term of this Agreement.
11. Cornell may reprint and distribute the Copyright Work materials for training participants, internal Cornell ILR review, and review by potential private client representatives, but any additional use of the materials requires the written permission of the Contractor.
12. Cornell will not modify or make alterations to the Copyright Work without prior written approval from the Contractor, with the exception of reformatting to match current Cornell ILR training materials templates.
13. The Contractor will not use or license the rights to use the Copyright Work to any Competing Organizations.
14. Cornell agrees that Contractor, or the Contractor’s named representative(s), will be the sole presenter(s) of the Copyright Work unless Contractor provides Cornell written permission to use another adjunct instructor and Cornell approves of that adjunct instructor.
15. Contractor warrants that he/she is either the original copyright owner of all contents of the workshop and Copyright Materials, or will maintain current copyright release and legal right to use for all content belonging to others for the duration of this agreement. Contractor shall defend and hold Cornell harmless from liability, including attorney’s fees, for damages, claims or demands in connection with or arising out of the use of the licensed materials.
16. For Contractors who do not carry professional liability insurance, Cornell has secured professional liability coverage for work the Contractor performs for Cornell including training, education, and consulting services on workplace issues. If a Contractor has his or her own professional liability coverage, you are required to submit proof of coverage by sending a certificate of insurance to the ILR School. Please check the appropriate box A or B below.

A\_ Contractor does NOT carry professional liability insurance.

B Contractor carries professional liability insurance and is submitting proof of

insurance upon execution of this contract.

1. The payment for your services will be $X,XXX per day of instruction or program design work. Prior to being paid, the contractor must provide a resume of his or her experience to demonstrate their qualifications to deliver the services included in this contract.
2. The Contractor agrees to abide by Cornell ILR Travel policies as included on the ILR Fiscal Website: [http://www.ilr.cornell.edu/fiscal)/.](http://www.ilr.cornell.edu/fiscal%29/.)
3. This Agreement replaces the standard Cornell University Purchase Order Terms and Conditions and will be deemed as accepted by the Contractor upon signing this Agreement or initiation of performance of the Purchase Order.
4. The Term of this Agreement is for three years from the effective date, the date when all signatures are affixed to this agreement, but ending no later than June 30, 2022. The Contractor and Cornell agree that the terms of this Agreement may be amended only in writing.
5. Cornell or Contractor may terminate this Agreement at any time without cause upon one month written notice to the other party. Contractor may retain amounts, if any, paid by Cornell under this Agreement for services prior to termination, but explicitly waives any right to additional or other amounts of any kind, including based on quantum meruit or other similar theory.

I have read and agree to the terms and conditions outlined above:

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Contractor Date

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### ILR Outreach Program Director Date

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### ILR Associate Dean for Finance and Administration Date

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