



Cornell University
ILR School

Independent Contractor Contract

Official Template, Approved as of September 1, 2013

Contractor Name

Contractor Street Address

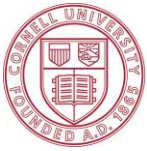
Contractor Town/State/Zip Code

Phone:

Re: Independent Contractor Agreement

This Agreement is between Cornell University, ILR Outreach Division and
_____ (“Contractor”).

1. Contractor, (“Contractor,” “Adjunct Instructor” and “Instructor” are used interchangeably throughout this Agreement and all incorporated attachments), agrees to provide non-credit educational services relating to developing and delivering Cornell’s professional development Public, Private, and Custom Programs. (“Cornell Programs”). Include the following language if contractor is a named company and we want a specific individual from that company:
Contractor’s named representative [_____], will provide all services pursuant to this agreement.]
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. Contractor agrees to defend and indemnify Cornell against any act or omission of contractor in the performance of



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the work. Cornell agrees to defend and indemnify contractor for any act or omission of Cornell in performance of its obligations under this agreement.

5. All representations of Contractor's association with Cornell will be described as Adjunct Instructor, Cornell University, ILR Outreach Division.
6. 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 or private organization which publically 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.
7. 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.
8. Intellectual Property: [Use the appropriate intellectual property option as specified in A or B below, or one of the options in Attachment A. Attachment A is not intended to be a part of the contract per se but rather to be used as a guide in selecting acceptable intellectual property protections to fit the training, design, or consulting services that are being procured. Once you choose the relevant intellectual property clause, simply insert it here.]

A) If the Program is publicly delivered in an open enrollment program, Cornell does not own the material but will enforce clause 6, above, by requiring the Contractor to disclose which other competing organizations have requested to use the program materials. Cornell reserves the right to terminate this contract, without cause and immediately, if it believes the Contractor is using the materials with a competing organization without Cornell's awareness and approval.

B) If the Program is a private or custom program, the Contractor grants Cornell an exclusive license to develop, reproduce, publish, market, transmit, or distribute the Program, to offer it for sale in either physical or electronic contexts, and to prepare derivative products based on the Program. If this provision is agreed to by both parties, an additional fee would be negotiated.

9. 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.



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10. This Agreement incorporates the terms and conditions set forth in the Adjunct Instructor Guide, available upon request. The payment for your services will be [\$ _____] per day of instruction for the following Programs: [_____]. The contractor must provide a resume of his or her experience to demonstrate their qualifications to deliver the services included in this contract.
11. The Contractor agrees to abide by Cornell ILR Travel policies as included on the ILR Fiscal website: <http://www.ilr.cornell.edu/fiscal/>.
12. 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.
13. The Term of this Agreement is for two years, but no later than June 30, 2015, and is effective on the date of Cornell's signature. The Contractor and Cornell agree that the terms of this Agreement may be amended only in writing.
14. 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:

Contractor Date: _____

ILR Outreach Program Director Date: _____

ILR Associate Dean for Finance and Administration
or Finance Manager, Outreach Division Date: _____



ATTACHMENT A

INTELLECTUAL PROPERTY OPTIONS – FOR USE IN CLAUSE 8

OPTION 1: CORNELL OWNERSHIP

- (a) Cornell shall have sole ownership of all materials, information, training design and other work developed (“Copyrighted Work”) by Contractor pursuant to this Agreement. Contractor agrees that it does not have the right of first refusal to train in Cornell Programs that include use of the copyrighted work.

OPTION 2: CONTRACTOR LICENSE TO CORNELL (SELECT APPROPRIATE CLAUSES)

- (a) 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 (1) two months after if termination occurs prior to the expiration date of the agreement or (2) the term of this Agreement.
- (b) 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.
- (c) 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.
- (d) The Contractor will not use or license the rights to use the Copyright Work to any Competing Organizations.
- (e) Cornell agrees that Contractor [Contractors 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.
- (f) 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.



OPTION 3: CORNELL/CONTRACTOR JOINT OWNERSHIP

- (a) Cornell and Contractor have joint ownership of all materials, information, training design and other work developed (“Copyrighted Work”) as identified in Attachment ___ (“Copyright Work”).
- (b) The Contractor will not license the rights to use the Copyright Work. The Contractor will not use the Copyright Work with any Competing Organizations.
- (c) Contractor will not modify or make alterations to the Copyright Work without prior written approval from Cornell. Cornell may make any modifications or alterations to the Copyright Work without approval from the Contractor.
- (d) Cornell and Contractor agree to include on any copies of the Copyright Work: “© [year] Cornell University and Contractor.”
- (e) For Contractor’s use of the Copyright Work unrelated to Cornell work, Cornell makes no representations or warranties, express or implied, regarding the application or use by the Contractor of the Copyright Work. Cornell will not be liable, including attorney’s fees, for any damages, claims or demands in connection with or arising out of the use by the Contractor of the Copyright Work. Contractor agrees to defend, hold harmless and indemnify from liability, including attorney’s fees, for damages, claims, or demands arising out of the use by the Contractor of the Copyright Work.