



Cornell University
ILR School

Letter Agreement for Services less than \$10,000

Dear _____ :

This letter is to confirm the conditions under which _____ Cornell ILR will assist _____ to conduct one full day session from (9 am through 5:30 PM) _____ on _____ at _____ offices.

_____ agrees to pay to Cornell University _____ for facilitation and presentation _____ plus _____ for the program development.

Payment for services will be made to the Cornell School of Industrial and Labor Relations within thirty (30) days of receipt of the bill for services. Outstanding balances beyond 30 days will be assessed a penalty of 5% per month. Purchase orders and checks, payable to the School of Industrial and Labor Relations, will be forwarded to the Cornell ILR School, Accounts Receivable, PO Box 6838, Ithaca, New York 14851-6838.

All materials belonging to or in the possession of _____ written printed, or otherwise recorded, shall be used by Cornell University only in the performance of services hereunder and Cornell University shall not record, reference or reproduce such materials without the express written consent of _____ Cornell University and/or the instructor shall retain exclusive copyright and all intellectual property rights to materials developed or used under this Agreement. The participants in the services delivered pursuant to the Scope of Work may use the program materials for reference purposes, but any additional use of the materials requires the written permission of Cornell University.

Cornell University agrees to indemnify and hold (insert client organization) harmless from all claims, losses, expenses, fees (including attorney’s fees), and costs and judgments which have or which may be asserted against (insert client organization) that result from the negligent acts, errors, or omissions of Cornell University, Cornell University’s employees, agents and subcontractors.

_____ agrees to indemnify and hold Cornell University harmless from all claims, losses, expenses, fees (including attorney’s fees), and costs and judgments which have or which may be asserted against Cornell University that result from the negligent acts, errors, or omissions of (insert client organization), (insert client organization) employees, agents and subcontractors. As a condition of indemnification, each party agrees to notify the other of any asserted claim, and to cooperate fully in the defense of any such claim.

Sincerely,

For Cornell ILR _____ date
William E. Stringer, Director of Finance

For _____ date