

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____ by and between Nazareth University (“Nazareth”), and [_____] (“Consultant”).

1. **PURPOSE.** The purpose of this Agreement is to set forth the understanding and relationship between Nazareth and Consultant. Nazareth hereby agrees to retain Consultant, and Consultant hereby agrees to provide certain services for Nazareth, as an independent contractor, and not as an employee, upon the terms and conditions set forth below.

2. **PROFESSIONAL SERVICES.** Consultant hereby agrees to provide to Nazareth those services listed in “Schedule A, Part I - Professional Services” (the “Services”) attached hereto and made a part hereof, and as may be amended from time to time by the parties. Consultant hereby warrants that Consultant has the professional expertise necessary to provide the Services. Further, Consultant warrants that Consultant will take all reasonable steps to remain informed about future changes and developments in the industry related to the Services and the impact of these changes upon the Nazareth.

3. **INDEPENDENT CONTRACTOR.** In the performance of the work, duties and obligations undertaken by Consultant under this Agreement, it is mutually understood and agreed that Consultant is at all times acting and performing as an independent contractor. Except for the establishment of standards and parameters for the provision of Services hereunder, Nazareth shall neither have nor exercise control over the methods by which Consultant shall perform the Services under this Agreement. Consultant agrees to provide the Services within the parameters established by Nazareth, but Consultant will retain the right to determine the day-to-day methods by which the Services will be performed. However, this shall in no way interfere with the right of Nazareth to determine whether Consultant is adequately, and in good faith, discharging Consultant’s duties under this Agreement. In connection with the provision of Services, Consultant shall:

- a. Perform the Services. Any failure or inability of Consultant, due to illness or otherwise, shall be the responsibility of Consultant and Consultant shall, at Consultant’s expense, take such measures as are necessary to ensure that the Services are provided. Consultant shall comply with all provisions of this Agreement imposed on the Consultant;
- b. At all times be solely responsible for all means, methods, techniques, sequences and procedures of the Services, and the acts and omissions of the Consultant;
- c. Have sole responsibility for the health, safety, and welfare of Consultant in performing the Services. At all times while performing Services at Nazareth location, Consultant will also comply with all applicable Nazareth health, safety, security and environmental procedures, policies and guidelines;
- d. Except as otherwise provided by Nazareth, provide all equipment and materials necessary to provide the Services. Nazareth may grant Consultant access to

Nazareth facilities at no cost, from time to time, as required to provide Services hereunder;

- e. Be solely responsible for all expenses associated with office space, meetings, travel and any other costs related to providing the Services, unless otherwise agreed to by the parties in advance;
- f. Provide for, secure, and/or be solely responsible for any and all required fees, permits, Workers' Compensation coverage, Unemployment Insurance, Disability Insurance, Social Security contributions, income tax withholding and any other insurance or taxes, including but not limited to federal and state taxes, for Consultant in performing the Services pursuant to this Agreement;
- g. Comply with all applicable equal employment opportunity and non-discrimination requirements;
- h. Be available at reasonable times to consult with appropriate representatives of Nazareth concerning any Services performed or to be performed by Consultant under this Agreement; and
- i. Not assume or create any obligations, express or implied, debts or liabilities on behalf of or in the name of Nazareth.

4. **LIABILITY INSURANCE AND INDEMNIFICATION.** Consultant agrees to indemnify Nazareth and hold Nazareth harmless from any claims, suits, losses, or damages resulting from or relating to any equipment or materials used by Consultant, or any other person performing the Services pursuant to this Agreement. Consultant shall be liable to Nazareth for any loss, damage or destruction of any property, materials, goods, documents, or other items resulting from or related to the negligence, or other wrongful acts of Consultant.

5. **CONFLICT OF INTEREST.** Consultant warrants that no Nazareth employee, or that of its Affiliates (or close relative or a member of such an individual's household) who (1) owns 5% (or more) stock or other interest in Consultant; (2) serves as an officer, director, employee, proprietor, partner, trustee, or consultant of Consultant; (3) stands to profit financially or personally in any way from the acquisition by the Nazareth of goods and/or services from Consultant; or (4) receives compensation in any form or in any amount from Consultant has participated, or will participate, in the decision to acquire good and/or services from Consultant.

6. **LIMITATION OF LIABILITY.** In no event shall Nazareth be liable for special, indirect, incidental or consequential damages to the full extent such may be disclaimed by law even if Nazareth has been advised of the possibility of such damages.

7. **PAYMENT.** Nazareth agrees to pay Consultant for the Services provided under this Agreement according to "Schedule A, Part II - Payment Schedule" attached hereto and made a part hereof. Any changes in payment terms will be negotiated by Consultant and Nazareth and appended to the end of this Agreement as a schedule dated and signed by the parties. As an independent contractor, Consultant agrees and understands that Consultant is not entitled to any other benefits and privileges established for Nazareth employees, such as life, accident or health insurance, vacation and sick leave with pay, paid holidays, bonus plan participation, or severance

pay upon termination of this Agreement for any reason. In accordance with Consultant's independent contractor status, payments to Consultant shall not constitute wages/salary and therefore, no amounts shall be deducted for federal and state employment, Social Security or other taxes or employee benefit claims. Consultant shall be individually responsible for filing and paying Consultant's own self-employment and withholding taxes.

8. **NON-EXCLUSIVE AGREEMENT.** Nothing contained in this Agreement shall interfere with Consultant's engagement in other occupation, or in any agreement to provide similar services to any other outside party. Specifically, Consultant may continue to engage in business or other occupations in which Consultant is currently employed.

9. **CONFIDENTIAL INFORMATION.** "Confidential Information" consists of information relating to the business or interests of Nazareth, including, but not limited to, information concerning operations, business plans, financial performance, processes and procedures or students or prospective students (including mailing lists, marketing techniques, advertising, promotions, etc.) and any information obtained through access to any information system (including computers, networks, voice mail, etc.) which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary. At all times, all Confidential Information shall remain the property of Nazareth. The term "Confidential Information" excludes information that (a) is made public by Nazareth, (b) becomes generally available to the public, other than as the result of disclosure by the Consultant or other party in violation of any obligation of confidentiality to Nazareth, or (c) the Consultant obtains from sources other than Nazareth and not under a confidentiality obligation to Nazareth.

- a. Consultant will not, directly or indirectly, at any time, without the prior written consent of Nazareth, disclose, use, copy, reproduce or retain in Consultant's possession, in any manner, any Confidential Information. On the termination of this Agreement, Consultant will return to Nazareth all Confidential Information then in Consultant's possession or within Consultant's control and will, on the reasonable request of Nazareth, certify to Nazareth that Consultant has returned the same.
- b. Consultant will protect the confidentiality of and prevent unauthorized use, dissemination, reproduction or publication of Confidential Information. Consultant will not use Confidential Information for any purpose other than performing work under this Agreement. Consultant will neither publish nor reveal any Confidential Information to anyone except authorized Nazareth employees, nor shall Consultant make any use, directly or indirectly, of Confidential Information without the prior written consent of Nazareth. Consultant will protect the confidentiality of Confidential Information with the same degree of care as Consultant uses for Consultant's own similar information. The restrictions on Consultant using, publishing or revealing Confidential Information continue perpetually unless Nazareth agrees otherwise in writing.

10. **OWNERSHIP OF WORK PRODUCT AND INVENTIONS.** Consultant hereby waives, agrees not to assert any rights to, and expressly assigns and transfers to Nazareth all ideas, innovations, work products, discoveries, improvements, inventions, trademarks, copyrights, computer programs or systems, and other work products, developments or improvements of any kind (collectively, the "Developments") conceived or created by Consultant, alone or with others,

during the term of this Agreement that are within the scope of Nazareth business operations or that relate to the Services, any of Nazareth’s work, or projects for Nazareth, its students or itself. Consultant agrees to assist Nazareth to obtain any and all patents, copyrights, trademarks, trade names, patents or the like to vest rights and ownership in the Developments in Nazareth.

11. **TERM AND TERMINATION.** The initial term of this Agreement shall be for [_____], beginning [_____]. This Agreement may then be

renewed for periods upon the mutual Agreement of the parties. This Agreement may be terminated by either party at any time upon 30-days’ written notice. Upon notice of termination, Consultant will continue to render the Services under this Agreement until the effective date of termination, unless the Nazareth determines that the Agreement should be terminated immediately or sooner than 30-days from the date of written notice.

12. **CHOICE OF LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of laws principles. All disputes arising in connection with this Agreement shall be resolved by a court of competent jurisdiction. Any legal action may only be brought in a court located in Monroe County, New York.

13. **NO WAIVER.** Any purported waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No amendment of this Agreement will be effective unless made in writing and signed by the parties.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to its subject matter, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no other conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

_____ **[CONSULTANT]**

NAZARETH UNIVERSITY

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

SCHEDULE A

1. PART I - PROFESSIONAL SERVICES.

Consultant will provide to Nazareth any and all Services necessary to facilitate

requested by Nazareth including, but not limited to:

Consultant may perform the Services from any Consultant location but may also be required by Nazareth to perform certain of the Services on Nazareth premises from time to time, in Nazareth discretion.

2. PART II - PAYMENT SCHEDULE.

Nazareth agrees to pay Consultant _____ for the Services provided as described in this Agreement. Payment shall be made within 15 business days of receipt of an invoice from Consultant.

The payments described above shall be rendered without deduction for taxes or costs or expenses incurred in connection with such Services.

All payments must be supported by itemized invoices indicating the specific services actually provided; and for each service, the date(s), number of hours/days provided, the fee per hour/day; and the total amount charged. Nazareth may require additional information on invoices or documentation of services from time to time in order to comply with Nazareth reimbursement guidelines.

CONSULTANT

NAZARETH UNIVERSITY

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____