



## INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Nazareth College of Rochester (“College”), and [\_\_\_\_\_ ] (“Consultant”).

1. **PURPOSE.** The purpose of this Agreement is to set forth the understanding and relationship between College and Consultant. College hereby agrees to retain Consultant, and Consultant hereby agrees to provide certain services for College, 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 College 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 College.

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, College 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 College, 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 College 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 a College location, Consultant will also comply with all applicable College health, safety, security and environmental procedures, policies and guidelines;
- d. Except as otherwise provided by the College, provide all equipment and materials necessary to provide the Services. College may grant Consultant access to



College 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 College 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 College.

4. **LIABILITY INSURANCE AND INDEMNIFICATION.** Consultant agrees to indemnify College and hold College 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 College 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. **LIMITATION OF LIABILITY.** In no event shall College be liable for special, indirect, incidental or consequential damages to the full extent such may be disclaimed by law even if College has been advised of the possibility of such damages.

6. **PAYMENT.** College 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 College 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 College 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.

7. **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.

**8. CONFIDENTIAL INFORMATION.** “Confidential Information” consists of information relating to the business or interests of College, 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 College. The term “Confidential Information” excludes information that (a) is made public by College, (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 College, or (c) the Consultant obtains from sources other than College and not under a confidentiality obligation to College.

- a. Consultant will not, directly or indirectly, at any time, without the prior written consent of College, 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 College all Confidential Information then in Consultant’s possession or within Consultant’s control and will, on the reasonable request of College, certify to College 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 College employees, nor shall Consultant make any use, directly or indirectly, of Confidential Information without the prior written consent of College. 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 College agrees otherwise in writing.

**9. OWNERSHIP OF WORK PRODUCT AND INVENTIONS.** Consultant hereby waives, agrees not to assert any rights to, and expressly assigns and transfers to College 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 College business operations or that relate to the Services, any of College’s work, or projects for College, its students or itself. Consultant agrees to assist College to obtain any and all patents, copyrights, trademarks, trade names, patents or the like to vest rights and ownership in the Developments in College.



10. **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 College determines that the Agreement should be terminated immediately or sooner than 30-days from the date of written notice.

11. **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.

12. **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.

13. **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 COLLEGE OF ROCHESTER**

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_



**SCHEDULE A**

**1. PART I - PROFESSIONAL SERVICES.**

Consultant will provide to College any and all Services necessary to facilitate \_\_\_\_\_ requested by College including but not limited to: [\_\_\_\_\_]. Consultant may perform the Services from any Consultant location, but may also be required by College to perform certain of the Services on College premises from time to time, in College discretion.

**2. PART II - PAYMENT SCHEDULE.**

College agrees to pay Consultant \_\_\_\_\_ for the Services provided as described in this Agreement. Payment shall be made within 10 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. College may require additional information on invoices or documentation of services from time to time in order to comply with College reimbursement guidelines.

\_\_\_\_\_ [CONSULTANT]

\_\_\_\_\_ [COLLEGE]

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_