

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (“Agreement”) is entered into as of the _____, by and between (“Corporation”), located at 365 Fifth Avenue, New York, NY 10016 , and _____ (“Contractor”), located at _____.

1. The Corporation engages Contractor to provide the services set forth in the Scope of Work in Exhibit 1 attached hereto (the “Services”), and Contractor agrees to perform the Services and to provide all necessary staff support and administrative services connected therewith in accordance with the terms and conditions herein. The term of this Agreement is _____ through _____.

2. In return for satisfactory performance of the Services, Contractor shall receive the following sum in consideration: \$ _____, to be paid according to the Payment Schedule in Exhibit 1 attached hereto. In order to be paid, Contractor shall submit invoices to the address set forth in Exhibit 1. Exhibit 1 is _____ pages.

3. Time is a material term of Contractor’s performance of the Services; without limiting the generality of the foregoing, Contractor shall complete the Services by the final date specified in this Agreement and shall complete the corresponding portion of such Services by every interim date, if any, specified in the Scope of Work (Exhibit 1) attached hereto.

4. Notwithstanding any other provisions of this Agreement, Contractor’s status shall be that of an independent contractor and not that of an employee or agent of the Corporation. Contractor shall be expected to work, without the full complement of support facilities, working conditions, and supervision given to employees of the Corporation or The City University of New York (the “University”). All persons engaged by Contractor to assist Contractor shall at all times be deemed to be employees of Contractor, and Contractor shall be responsible for their work, direction, and compensation. Contractor shall at all times utilize appropriately qualified and skilled personnel to perform the Services. Nothing in this Agreement shall be construed to impose any liability or duties upon the Corporation for the performance of services by any third party hired or otherwise engaged by Contractor.

5. Neither Contractor nor any persons engaged by Contractor shall receive health insurance, sick leave, annual leave, pension, or any other fringe benefits associated with employment with the Corporation or the University.

6. Nothing in this Agreement shall impose any tax liability upon the Corporation or the University, including, but not limited to, federal, state, and local income taxes, unemployment insurance, or social security tax, incurred by Contractor or any persons engaged by Contractor. Contractor agrees to indemnify the Corporation, the University, the City of New York, and the State of New York and hold them harmless from any and all claims for such payments by taxing authorities, including, but not limited to, fines, penalties, levies, and assessments, for failure to withhold or remit such payments.

7. Contractor affirms that to the best of Contractor’s knowledge there exists no actual or potential conflict between the Services and Contractor’s family, business, or financial interests, or those of any employee of Contractor, and no trustee, officer, or employee of the Corporation or the University, or other director, officer, employee, or person whose salary is payable in whole or in part from the treasury of the City of New York or the State of New York, is directly or indirectly interested in this Agreement or in any portion of the profits thereof. Should this situation change during the term of this Agreement, Contractor shall promptly notify the Corporation. The Corporation reserves the right in its sole discretion to determine whether or not any of the interests required to be disclosed under this paragraph 7 shall disqualify Contractor from performing the Services.

8. The Corporation may at any time, upon prior written notice, terminate this Agreement with or without cause. Contractor shall be paid on a prorated basis for those Services rendered up to the date of termination. The rights and obligations of both parties that expressly or by their nature would survive beyond the termination or expiration of this Agreement, including, but not limited to, Contractor's representations and warranties and the provisions dealing with payment, ownership, indemnification, and confidentiality, shall so survive.

9. (a) Contractor acknowledges that Contractor and Contractor's employees, agents, or representatives may, in the course of the performance of this Agreement, be exposed to or acquire information that is confidential to the Corporation, the University or their employees or the University's students. Contractor shall treat all information obtained from the Corporation or disclosed to Contractor while performing this Agreement as "Confidential Information" in accordance with this paragraph 9, except for any such information that the Corporation designates to Contractor in writing as excluded from Confidential Information. This obligation of confidentiality does not extend to any information that: (i) was in the possession of or rightfully known by Contractor prior to the time of disclosure by the Corporation without any obligation to maintain its confidentiality; (ii) is or becomes available to the general public without violation of this Agreement; (iii) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; (iv) is independently developed by Contractor without the participation of individuals who have had access to it; or (v) is required to be disclosed by court order, provided Contractor gives the Corporation prior written notice of such required disclosure (to the extent legally permitted) and reasonable assistance if the Corporation wishes to contest the disclosure.

(b) Contractor shall treat the Confidential Information with the same degree of care that Contractor would treat Contractor's own confidential information, and with no less than reasonable care. Contractor shall not use the Confidential Information for purposes other than rendering the Services and shall limit access to Confidential Information to those of Contractor's employees, agents, and representatives having a need to know such Confidential Information to perform the Services. Contractor shall not directly or indirectly disclose, distribute, republish or allow any third party to have access to any Confidential Information without such third party's executing a confidentiality and non-disclosure agreement with the Corporation under the same terms, or terms at least as restrictive, as set forth in this Agreement.

(c) Upon termination or completion of the Services, or at any time the Corporation requests, Contractor shall return to the Corporation, or destroy, all copies of the Confidential Information, in whatever media, and shall provide the Corporation with a sworn certification that Contractor has complied with Contractor's obligations under this paragraph 9. It is understood and agreed that, in the event of a breach, threatened or actual, of this paragraph 9, damages may not be an adequate remedy and the Corporation shall be entitled to injunctive relief to restrain any such breach without having to post an undertaking.

10. Contractor shall protect, indemnify, and hold the Corporation, the University, the City of New York, and the State of New York harmless from and against any and all claims, suits, causes of action, liabilities, losses, damages and expenses (including, but not limited to, attorney's fees and court costs in connection with any such matters) to which the Corporation, the University, the City of New York, and/or the State of New York may be subjected arising out of or relating to: (a) injury to person or property, or wrongful death, that may result from any negligence, intentional wrongdoing, malpractice, or incompetence of Contractor, or anyone employed or engaged by Contractor, in connection with the performance of this Agreement; and (b) any breach by Contractor of this Agreement or any of Contractor's representations or warranties set forth herein.

11. Any invention or discovery, whether or not patentable, that is conceived or reduced to practice by Contractor and arises out of Contractor's performance of the Services shall be reported to the Corporation with complete information concerning such invention or discovery. The Corporation retains

all right, title, and interest to any such invention or discovery and retains the sole right to determine whether a patent application shall be filed. Contractor shall cooperate fully with the Corporation or its designee to enable it to secure the rights retained under this paragraph 11 and shall execute all documents necessary to do so.

12. All copyrightable works (including, but not limited to, reports, compilations of data, software, pictorials, or graphics) created or prepared by Contractor or Contractor's personnel in the course of the performance of the Services ("Copyrightable Works") shall be "works made for hire" (as that term is defined in the copyright laws of the United States) for the Corporation, and all copyright therein is expressly intended to be wholly owned by the Corporation. To the extent that any Copyrightable Works may not, by operation of law, be works made for hire, Contractor hereby assigns to the Corporation the ownership of copyright in such Copyrightable Works, and the Corporation shall have the right to obtain and hold in its own name copyrights, registrations, and similar protections that may be available in such Copyrightable Works. Contractor agrees to give the Corporation or its designee all assistance reasonably required to perfect such rights. Contractor represents and warrants that Contractor is and shall be sole author of any and all Copyrightable Works, and that they are and shall be original works not subject to any prior agreement, lien, or other rights. Contractor further represents and warrants that the Copyrightable Works do not and shall not contain libelous, plagiarized, injurious, or other unlawful matter, and that they do not and shall not infringe on copyright or violate any other right of any person or party whatsoever.

13. Contractor represents and warrants: (a) that Contractor is expert in performing the Services referred to by this Agreement; (b) that Contractor is licensed as may be required by all applicable authorities in the State of New York and the City of New York, as the case may be, to perform the Services and that all Services shall be performed in accordance with applicable law; (c) that every other person that Contractor retains to perform any of the Services shall be licensed as may be required by all applicable authorities; and (d) that Contractor will take all steps necessary and advisable to maintain such licenses and give the Corporation prompt notice of any lapse of any such license.

14. Contractor shall procure and maintain during the term of this Agreement commercial general liability insurance issued in Contractor's name by a licensed carrier authorized to do business in New York, in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit. Such insurance shall name the Corporation, the University, the City of New York, and the State of New York, and such additional persons or entities required by the Corporation from time to time, as additional insureds. If the Scope of Work (Exhibit 1) attached hereto contains alternate insurance requirements, such requirements shall control. Contractor shall provide the Corporation with certificates of all required insurance and upon the Corporation's request, copies of policies and all endorsements.

15. The Corporation shall pay Contractor for the Services in accordance with amounts and rates set forth in Exhibit 1 attached hereto and in accordance with these terms and conditions. Contractor shall submit properly documented invoices for the Services to the Accounts Payable Department indicated on Exhibit 1, but only following acceptance of the Services and at time intervals and in form and substance acceptable to the Corporation. The Corporation reserves the right to request additional information at any time, and Contractor shall provide such information promptly. Following the Corporation's receipt of such invoices, the Corporation shall pay Contractor in accordance with ordinary Corporation procedures and practices. Contractor agrees to accept payments under this Agreement by electronic funds transfer, and Contractor shall provide all information and documentation requested by the Corporation to effectuate electronic funds transfers.

16. (a) If there is any conflict between the terms and conditions of this Agreement, and the provisions of any other exhibit or appendix hereto, the conflict shall be resolved in the following order of precedence: (i) the terms and conditions of this Agreement, and (ii) Exhibit 1 (Scope of Work and Payment Schedule).

(b) Contractor's obligations under this Agreement may not be assigned, subcontracted, or transferred without the prior written consent of an authorized representative of the Corporation.

(c) This Agreement, including its exhibits and appendices, all of which are incorporated herein, contains the entire understanding of the parties hereto, supersedes all previous oral or written understandings, representations, or agreements to the extent that they relate to the subject matter hereof, and may not be modified by either party unless such modification is in writing and signed by an authorized representative of each party.

(d) Waiver by either party of a breach of any provision of, or right under, this Agreement shall not operate or be construed as a waiver of any other or subsequent breach of the same provision or right, or of any other provision or right under this Agreement.

(e) If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision that can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) This Agreement is governed and construed in accordance with the laws of New York State, without regard to principles relating to conflicts of law, except where the Federal supremacy clause requires otherwise. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York shall have exclusive jurisdiction over the parties hereto with respect to any dispute or controversy between them arising under or in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the day and year first written above.

CONTRACTOR

CORPORATION

By: _____
(signature)

By: _____
(signature)

Name: _____
(print name of authorized representative)

Name: _____
(print name of authorized representative)

Title: _____
(print title of authorized representative)

Title: _____
(print title of authorized representative)

EIN: _____

EXHIBIT 1

SCOPE OF WORK

[Corporation to provide]

PAYMENT SCHEDULE

(Complete A or B):

- A. Contract Fee for Services \$ _____
- B. Rate per hour/day for Services \$ _____ x hours/days _____ \$ _____

Corporation shall pay the above amount according to the following schedule:
[Corporation to provide]

ADDRESS FOR INVOICES

Contractor shall submit invoices for Services provided on a _____ basis, to the following address: *[Corporation to provide]*