INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor’s Agreement (this “Agreement”) is made as of (the date) between The Research Foundation for The State University of New York (“RF SUNY”), with a principal address of 35 State Street. Albany, NY 12207, and , with a principal address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Independent Contractor”).

In consideration of the promises and mutual covenants contained herein, RF SUNY and Independent Contractor, hereby agree as follows:

1. RF SUNY hereby engages the Independent Contractor to render and deliver services according to the scope of work, schedule and payment terms as described in Exhibit A. In the event of any conflict between this agreement and Exhibit A, this Agreement will control.
2. In full and complete consideration of Independent Contractor's performance, RF SUNY shall pay Independent Contractor [spell out not to exceed dollar amount] ($[insert dollar amount]) U.S. Dollars. In no event shall the aggregate of all allowable expenditures exceed the maximum cost, except upon formal modification of this Agreement as provided herein.
3. Term and Termination: This Agreement may be terminated RF SUNY for any reason by notifying the other party in writing with ten (10) days’ notice. Upon receipt of such notice, Independent Contractor shall stop incurring costs and RF SUNY shall compensate the Contractor for all work performed prior to the date of termination.
4. The Independent Contractor shall indemnify, defend, and hold harmless

RF SUNY, The State University of New York (SUNY), the State of New York, and their current and former Board of Directors, Officers, trustees, directors, contractors, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses, including attorney fees arising, either directly or indirectly, from Independent Contractor’s performance or failure to perform under this Agreement and Exhibit A. To the maximum extent permitted by law, Independent Contractor’s activities on RF SUNY or New York State property shall be at Independent Contractor’s sole risk. Independent Contractor’s obligation under this section shall survive expiration or termination of the Agreement.

1. The Independent Contractor agrees to perform the services outlined in Exhibit A, solely as an Independent Contractor and agrees no employer-employee relationship exists. All risk associated with the performance of this Agreement, including the risk of profit or loss reside totally with the Independent Contractor. The parties to this agreement recognize that this agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Independent Contractor is not authorized to enter into or commit RF SUNY to any commitment or agreements or incur any expense on behalf of RF SUNY, and the Independent Contractor shall not represent itself as an agent or legal representative of RF SUNY. Further, the Independent Contractor shall not be entitled to participate in any of RF SUNY’s benefits, including without limitation any health or retirement plans, or any paid time off. The Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement and Exhibit A.
2. The Independent Contractor is responsible for providing all necessary tools, materials, work staff, and equipment to perform the services as outlined in Exhibit A.
3. RF SUNY reserves the right to withhold payment if it determines the work is unsatisfactory. Independent Contractor is required to submit a completed W-9 before the university will issue payment. The Independent Contractor is solely responsible for the payment of income taxes, FICA taxes and other taxes/assessments which arise or may be due as a result of the payments received by Independent Contractor from RF SUNY.
4. Independent Contractor must disclose to RF SUNY any agreement or arrangement between the Independent Contractor and an individual or company which Independent Contractor has actual knowledge is connected in any way to the RF SUNY or SUNY under which the Independent Contractor will have any financial gain.
5. Material or work produced under this Agreement shall be considered “work for hire,” and owned exclusively by RF SUNY. Independent Contractor shall not claim or assert any interest, proprietary or otherwise, in any materials or work required to be produced or delivered under this Agreement. Independent Contractor hereby assigns to RF SUNY all right, title and interest in and to any work product and Intellectual Property created as part of the Services, except Independent Contractor will retain ownership of any Intellectual Property that was independently developed by Independent Contractor independent of the Services provided or Confidential Information obtained hereunder and at Independent Contractor’s own expense without payment from Foundation. This Agreement shall not be construed as a license or grant of any other right or interest in or to RF SUNY’s Confidential Information, existing or future created Intellectual Property, including.
6. Independent Contractor agrees to maintain RF SUNY’s Confidential Information with the same level of care as it does its own Confidential Information and will not disclose RF SUNY’s Confidential Information to any third party without prior written consent of RF SUNY. Independent Contractor agrees to limit its use of RF SUNY’s Confidential Information to the purposes permitted by this Agreement. This obligation of confidentiality shall survive the termination of this Agreement.
7. Independent Contractor understands and agrees to maintain, at its own expense, insurance necessary to cover bodily injury, personal injury, and property damage resulting from or relating to the Services performed under this Agreement, including but not limited to commercial general liability, auto liability, and general insurance.
8. This Agreement, along with Exhibit A, represents the entire Agreement between the parties. The Agreement may not be assigned, amended, changed or supplemented in any way except by written Agreement signed by both parties. This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to contracts made and fully performed there. This Agreement may be signed in counterparts each, when taken together, shall constitute one instrument. If any part of this Agreement shall be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

Initiated by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For The Research Foundation for SUNY:

By:

Title: Date:

Independent Contractor:

By:

Title: Date:

**Exhibit A**

Scope of Work

Terms of Payment

Start and End Dates for Contracted Services

Special Insurance Requirements

Guidelines for creating EXHIBIT A:

1. The scope of work should be clearly defined, and it must be noted that the Independent Contractor is completely responsible for performing the work with very little instruction or direction from RF SUNY.

2. The terms of payment, schedule of payment and any special payment provisions need to be defined. Payment should be project based whenever possible with no deposits or payments in advance.

3. The start and expected end date need to be stated.

4. Any special insurance requirements must be defined.

5. All Agreements, contracts MUST be signed on behalf of RF SUNY by an authorized RF SUNY employee.