

HOFSTRA UNIVERSITY

Independent Contractor Agreement

Name of Contractor: _____
Address: _____
Social Security or Tax I.D. Number: _____

THIS INDEPENDENT CONTRACTOR AGREEMENT (together with any attachments referred to below, the "Agreement") is dated as of _____, 20__, by and between Hofstra University, a not-for-profit New York State corporation ("University") and the independent contractor named above ("Contractor").

- 1. Project. Contractor agrees to perform the work described in Attachment A (the "Work"). Contractor shall, to the best of his/her ability, render the services described in the Work in a timely and professional manner consistent with standards of higher education. Subject to the foregoing, the manner, method and means by which Contractor chooses to complete the Work are in Contractor's sole discretion and control. Contractor shall furnish all equipment and materials to perform the Work.
2. Compensation and Expenses. University will pay Contractor the amount set forth in Attachment A for satisfactorily rendered Work in accordance with the following: Contractor shall submit invoice(s) for performance of the Work on a weekly/monthly _____ [please circle applicable frequency] basis.
a. To be considered for payment by University, invoices must contain: (i) invoice number; (ii) invoice date and billing period; (iii) Name of Contractor/Contractor Company; (iv) Contractor's Tax Identification Number; (v) description of Work; and (vi) total due on invoice.
b. Subject to the terms of this Agreement, University shall pay each properly prepared invoice no later than thirty (30) days after receipt and acceptance by the University.
c. Invoices shall be submitted to University representative designated on Attachment A, which representative may be changed from time to time. University will promptly notify Contractor of any such change.
3. Intellectual Property. For purposes of this section, the terms "works," "trademark," and "invention" include anything created for University by Contractor, whether alone or with others. Contractor agrees to execute any documents and to do all other lawful acts as may be required by University to establish and protect University's intellectual property rights.
a. Contractor agrees that the entire right, title and interest throughout the world in and to all works, trademarks, and/or inventions that are conceived of or produced, whether or not reduced to practice, by Contractor, either solely or jointly with others, in connection with or as related to the performance of this Agreement shall be and hereby are vested and assigned by Contractor to University. With respect to copyrighted materials, Contractor further agrees that University is assigned all rights, including the right to edit and create derivative works from the materials, and the right to any and all commercial reproduction, transmission, display, performance or distribution of the materials or any derivative works based on the materials via any means currently existing or developed or discovered in the future, including, without limitation, posting to the Internet, CD, DVD or other digital format.
b. Work Made for Hire. During the performance of this Agreement, Contractor may create certain works for University that may be copyrighted under United States law. To the extent that any such works are created, Contractor will be considered to have created a work made for hire as

defined in 17 USC Sections 101 et seq. and University shall have the sole right to the copyright. In the event that any work created by Contractor does not qualify as work for hire, Contractor agrees to assign its right, title and interest in and to the work to University.

4. Indemnification. Contractor, on behalf of itself, its agents, and employees, agrees to indemnify and hold harmless University, its trustees, directors, employees, representatives, and agents from and against all claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from (a) the work herein performed, caused in whole or in part by a negligent act or omission of the Contractor, any subcontractor, or anyone directly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder; or (b) Contractor's failure to perform any of its obligations under this Agreement. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement unless specifically waived in writing by University after such expiration or termination.
5. Independent Contractor Status. Contractor acknowledges and represents that the relationship of Contractor to University is that of an independent contractor, and nothing in this Agreement shall be construed as making Contractor an employee of University or to empower Contractor to bind or obligate University in any way or as creating any other relationship. Contractor shall comply with all laws and assume all risks incident to its status as an independent contractor. Contractor covenants and agrees to pay all applicable federal, state and local income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for Contractor's protection in connection with Work performed under this Agreement; no such taxes or fees shall be withheld or paid by University on behalf of Contractor. Contractor acknowledges and agrees that it is responsible for paying, according to applicable law, Contractor's income taxes, if any. Contractor further acknowledges and agrees that it may be liable for self-employment (social security) tax, to be paid by Contractor according to applicable law. Contractor hereby agrees to indemnify, hold harmless and defend University against any and all such liability, taxes or contributions, including, without limitation, penalties and interest. No worker's compensation insurance shall be obtained by University covering Contractor nor shall Contractor be entitled to any benefits provided by the University to its employees.
6. Termination. Contractor shall render the Work to the University pursuant to the schedule set forth in Attachment A. This Agreement shall terminate upon completion of the Work. University may terminate this Agreement immediately on written notice to Contractor if any of the following circumstances occur: (a) Contractor fails to perform the Work on a timely basis as set forth in Attachment A; (b) Contractor fails to perform any of the other material provisions of this Agreement; (c) Contractor ceases to operate Contractor's business; or (d) a material conflict of interest arises pursuant to paragraph 7.
7. No Conflict of Interest. Contractor represents that no trustee, officer, employee or any other person affiliated with University and having involvement with this Agreement (a) is affiliated with Contractor and (b) received, was promised, or will receive anything of value in connection with this Agreement or performance thereof.
8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof.
9. Severability. The invalidity in whole or in part of any provisions of this Agreement shall not affect the validity of other provisions.
10. Amendments; Waivers. This Agreement may only be modified in writing, signed by the parties in interest at the time of such modification. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by University or Contractor of the same or any other provision. Either party's consent to, or approval of, any act shall not be

deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act.

11. Notices. All notices and demands of any kind which either party may be required or wish to serve on the other in connection with this Agreement shall be in writing and may be served personally or by fax, certified mail, or commercial overnight delivery to the following addresses or fax numbers:

On behalf of Hofstra University:

James J. Spero, Assistant Vice President for Financial Affairs and Controller
128 Hofstra University
Hempstead, NY 11549
(516) 463-6870 (fax)

-and-

Office of General Counsel
101 Hofstra University
Hempstead, NY 11549
(516) 463-1900 (fax)

On behalf of Contractor:

[add name/address of contact]

12. Binding Effect. This Agreement shall bind and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.
13. Governing Law/Venue. This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of New York, notwithstanding its conflicts of laws provisions. Contractor agrees to submit to the exclusive personal jurisdiction of the state and federal courts located within Long Island, New York with respect to any litigation arising out of this Agreement or Contractor's Work.

IN WITNESS WHEREOF, University and Contractor, intending to be legally and equitably bound, have caused this Agreement to be executed as of the date first above written.

HOFSTRA UNIVERSITY

CONTRACTOR

Signed By: _____

Signed By: _____

Name: Catherine Hennessy
Vice President for Financial

Name: _____

Title: Affairs and Treasurer

Title: _____

Date: _____

Date: _____

ATTACHMENT A-STATEMENT OF WORK

Date of Event: _____

Time / Duration of Event: _____

Location: _____

Fixed Price Contract Amount: _____

Designated University Representative: _____

Service to be Provided: _____
[insert description of work
to be performed in detail] _____

