



**AGREEMENT BETWEEN  
THE RESEARCH FOUNDATION OF STATE UNIVERSITY FOR NEW YORK  
AND  
INDEPENDENT CONTRACTOR**

**Project #** \_\_\_\_\_

MADE by and between **THE RESEARCH FOUNDATION FOR STATE UNIVERSITY OF NEW YORK**, a nonprofit, educational corporation organized and existing under the laws of the State of New York, with its principal offices located at State University Plaza, Broadway, Albany, New York, 12246 (Mailing address: Binghamton University, POB 6000, Binghamton, NY 13902), hereinafter referred to as the "**FOUNDATION**," and \_\_\_\_\_, having a place of business at \_\_\_\_\_, an individual hereinafter referred to as "**INDEPENDENT CONTRACTOR**."

**WITNESSETH:**

**WHEREAS**, the **FOUNDATION** is acting for the benefit of the State University of New York; sometimes referred to as the "**UNIVERSITY**"; and

**WHEREAS**, the **FOUNDATION** desires the **INDEPENDENT CONTRACTOR** to perform certain services for the **FOUNDATION** in connection with the **PROJECT**; and

**WHEREAS**, **INDEPENDENT CONTRACTOR** has represented to the **FOUNDATION** that **INDEPENDENT CONTRACTOR** is competent, willing and able to perform such services for the **FOUNDATION**.

**NOW, THEREFORE** in consideration of the premises and the mutual covenants and agreements contained herein it is mutually agreed by and between the respective parties as follows:

1. **Scope of Work**

**INDEPENDENT CONTRACTOR** agrees to perform, as an independent Contractor, and not as an agent or employee of the **FOUNDATION**, all of the services set forth in Exhibit "A" appended hereto and made a part hereof to the satisfaction of the **FOUNDATION's** Principal Investigator, \_\_\_\_\_.

## 2. Compensation

In full and complete consideration of INDEPENDENT CONTRACTOR's performance hereunder, the FOUNDATION agrees to compensate INDEPENDENT CONTRACTOR \_\_\_\_\_ . Invoices for services are to be provided to Principal Investigator at FOUNDATION.

## 3. Term and Termination

Unless sooner terminated as provided herein, this Agreement shall continue in full force and effect from \_\_\_\_\_ through \_\_\_\_\_. It is understood and agreed that the FOUNDATION may terminate this Agreement upon written notice by registered mail addressed to INDEPENDENT CONTRACTOR at the address indicated herein, or such other address as INDEPENDENT CONTRACTOR may designate in writing, whenever the FOUNDATION determines, in its discretion, that such termination would be in the best interests of the FOUNDATION.

It is understood and agreed, however, in the event that FOUNDATION has evidence that INDEPENDENT CONTRACTOR is in default upon any of its obligations hereunder, FOUNDATION shall be entitled to either suspend the contract until an acceptable remedy is established, or to terminate the agreement. Such termination shall be effective immediately upon receipt of official written notification from FOUNDATION. FOUNDATION shall also be entitled to pursue any rights or remedies which FOUNDATION may have against INDEPENDENT CONTRACTOR by reason of such default, and FOUNDATION may withhold any payments to INDEPENDENT CONTRACTOR for the purpose of set-off until such time as the exact amount of damages may be determined.

## 4. Rights in Work Product

INDEPENDENT CONTRACTOR agrees that material produced by INDEPENDENT CONTRACTOR hereunder shall be considered "work for hire" which shall be owned by FOUNDATION. INDEPENDENT CONTRACTOR agrees that INDEPENDENT CONTRACTOR shall not claim or assert any proprietary interest in any of the data or materials required to be produced or delivered by INDEPENDENT CONTRACTOR in the performance of INDEPENDENT CONTRACTOR's obligation hereunder, and hereby assigns all rights, title and interest in said data and materials to FOUNDATION. INDEPENDENT CONTRACTOR warrants any material produced by INDEPENDENT CONTRACTOR hereunder shall be original except for such portion from copyrighted works as may be included with the permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others, and that INDEPENDENT CONTRACTOR will hold harmless the FOUNDATION from any costs, expenses and damages resulting from any breach of this warranty. INDEPENDENT CONTRACTOR further agrees not to publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to this Agreement without the prior written consent of the FOUNDATION. Notwithstanding the foregoing, INDEPENDENT CONTRACTOR will retain ownership of intellectual property included in deliverables to the extent that said intellectual property has been independently developed by INDEPENDENT CONTRACTOR without Research Foundation financial support. With respect to such INDEPENDENT CONTRACTOR owned intellectual property, INDEPENDENT CONTRACTOR hereby grants to Research Foundation a royalty-free, nonexclusive license to use such intellectual property for purposes consistent with the Research Foundation's obligations under the grant or contract which funds this project.

## 5. **Assignment**

It is understood and agreed that the services to be rendered by INDEPENDENT CONTRACTOR are unique and that INDEPENDENT CONTRACTOR shall not assign, transfer, contract or otherwise dispose of INDEPENDENT CONTRACTOR's rights or duties hereunder, in whole or in part, to any other person, firm or corporation.

## 6. **Status of Parties**

The nature of the relationship which the INDEPENDENT CONTRACTOR shall have to the FOUNDATION pursuant to this Agreement shall be that of an independent contractor. In connection with its status as an independent contractor, INDEPENDENT CONTRACTOR hereby warrants that it is in compliance with all tax filing and similar requirements imposed on independent contractors, and acknowledges that it is solely responsible for paying income taxes, FICA taxes, and other taxes and assessments which arise from receipt of consulting payments under this Agreement. This Agreement shall not be construed to contain any authority either express or implied, enabling the INDEPENDENT CONTRACTOR to incur any expense or perform any act on behalf of the FOUNDATION.

## 7. **Entire Agreement**

This Agreement represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

## 8. **Compliance with Laws and Regulations: General Obligations**

In the performance of the work authorized pursuant to this agreement, INDEPENDENT CONTRACTOR agrees to comply with all applicable laws and regulations, as well as policies of the sponsor applicable to INDEPENDENT CONTRACTOR's performance hereunder, and the express terms of FOUNDATION's agreement with the sponsor, which shall be deemed to be inserted herein, and this agreement shall be read and enforced between the parties as though all such provisions were included verbatim herein.

## 9. **Liability to Third Parties**

If either INDEPENDENT CONTRACTOR or FOUNDATION is negligent in carrying out its obligations hereunder, the negligent party agrees to take responsibility for, and indemnify the innocent party against the consequences of said negligence, including claims of third parties for damages and expenses which arise from or are related to the negligent party's performance or failure to perform pursuant to this agreement.

## 10. **Modifications**

This agreement may be changed, amended, modified or extended only by a writing duly executed by the respective parties hereto.

**11. Governing Law**

Regardless of the place of physical execution or performance this agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York.

**12. Order of Precedence**

In the event of any inconsistency between clauses 1-12 of this Agreement, and the attached Exhibit A-Scope of Work, the inconsistency should be resolved by giving precedence to clauses 1-12.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**The Research Foundation For  
State University of New York**

**Independent Contractor**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_