

HOFSTRA UNIVERSITY
Independent Consultant Agreement

THIS INDEPENDENT CONSULTANT AGREEMENT (together with the attached Cover Sheet referred to below, the "Agreement") is dated as of _____, 2011, by and between Hofstra University, a not-for-profit New York State educational institution ("University") and the independent consultant named on Cover Sheet attached hereto ("Consultant").

1. **Project.** Consultant agrees to perform the work set forth in the Cover Sheet attached hereto (the "Project"). Consultant shall, to the best of his/her ability, render the services described in the Project in a timely and professional manner consistent with standards of higher education. Further, Consultant acknowledges that s/he has been advised that time is considered to be of the essence in performing the Project. Consultant represents that s/he is able to complete the Project within the timeframes set forth in the Cover Sheet. Consultant shall notify the University's Programmatic and Technical Contact Person noted in the Cover Sheet in the event Consultant determines s/he will be unable to meet or fulfill the obligations of the Project. Subject to the foregoing, the manner, method and means by which Consultant chooses to complete the Project are in Consultant's sole discretion and control. Consultant shall furnish all equipment and materials to perform the Project.
2. **Consultant Warranties.** Consultant warrants that s/he has reviewed the Project and represents that s/he is a professional who is properly trained, equipped and, as appropriate licensed to perform or provide all the various services required by the Project. Consultant further warrants that s/he is not debarred or suspended by any professional association or any other agency with oversight responsibility for the type of services to be rendered for the Project.
3. **Compensation and Expenses.** University will pay Consultant the amount set forth on the Cover Sheet for satisfactorily rendered Project in accordance with the payment schedule set forth thereon.
4. **Intellectual Property.** For purposes of this section, the terms "works," "trademark," and "invention" include anything created for University by Consultant, whether alone or with others. Consultant 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. Consultant 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 Consultant, 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 Consultant to University. With respect to copyrighted materials, Consultant 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, Consultant may create certain works for University that may be copyrighted under United States law. To the extent that any such works are created, Consultant 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 Consultant does not qualify as work for hire, Consultant agrees to assign its right, title and interest in and to the work to University.
 - c. **Grant.** Notwithstanding any of the foregoing provisions of this paragraph 4, the ownership of any intellectual property created in connection with this Project is subject to the terms of the underlying grant pursuant to which the Project is funded.

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- 5. Indemnification. Consultant, 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 Consultant, 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) Consultant’s failure to perform any of its obligations under this Agreement. Consultant’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.
- 6. Independent Contractor Status. Consultant acknowledges and represents that the relationship of Consultant to University is that of an independent contractor, and nothing in this Agreement shall be construed as making Consultant an employee of University or to empower Consultant to bind or obligate University in any way or as creating any other relationship. Consultant shall comply with all laws and assume all risks incident to its status as an independent contractor. Consultant 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 Consultant’s protection in connection with Project performed under this Agreement; no such taxes or fees shall be withheld or paid by University on behalf of Consultant. Consultant acknowledges and agrees that it is responsible for paying, according to applicable law, Consultant’s income taxes, if any. Consultant further acknowledges and agrees that it may be liable for self-employment (social security) tax, to be paid by Consultant according to applicable law. Consultant 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 Consultant nor shall Consultant be entitled to any benefits provided by the University to its employees.
- 7. Termination. Consultant shall render the Project to the University pursuant to the schedule set forth in the Cover Sheet attached hereto. This Agreement shall terminate upon completion of the Project. University may terminate this Agreement immediately on written notice to Consultant if any of the following circumstances occur: (a) Consultant fails to perform the Project on a timely basis as set forth in the Cover Sheet attached hereto; (b) Consultant fails to perform any of the other material provisions of this Agreement; (c) Consultant ceases to operate Consultant’s business; or (d) a material conflict of interest arises pursuant to paragraph 8.
- 8. No Conflict of Interest. Consultant represents that no trustee, officer, employee or any other person affiliated with University and having involvement with this Agreement (a) is affiliated with Consultant and (b) received, was promised, or will receive anything of value in connection with this Agreement or performance thereof.
- 9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof. This Agreement may only be modified in writing, signed by the authorized representatives of the parties at the time of such modification. Notwithstanding anything to the contrary herein, Consultant acknowledges that all materials produced under this Agreement and in connection with the Project are subject to the terms of the external grant or contract pursuant to which the Project is being funded.

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

HOFSTRA UNIVERSITY

CONSULTANT

Signed By: _____

Signed By: _____

Name: Catherine Hennessy

Name: _____

Vice President for Financial

Title: Affairs and Treasurer

Title: _____

Date: _____

Date: _____