

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “**Agreement**”) is entered into effective as of \_\_\_\_\_ by and between **Hobart and William Smith Colleges**, located at 300 Pulteney St, Geneva, NY 14456 (“**HWS**”), and \_\_\_\_\_ an independent contractor who resides at \_\_\_\_\_ (“**Contractor**”).

### **I. General Terms**

A. Relationship and Scope. The Parties hereby agree that Contractor shall perform the following service(s) in exchange for the compensation set forth herein:

The Parties mutually acknowledge and agree that, as set forth more fully in Section II of this Agreement, it is their intention that Contractor’s business relationship with HWS shall be that of an independent contractor. The Parties agree that, in practice, their relationship shall be as set forth in this Agreement and neither Party shall have the right, or any obligation, or be permitted, to conduct itself in any manner inconsistent with the terms of this Agreement.

B. Term. The Services to be performed under this Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_.

C. Accelerated Termination of Agreement. HWS and Contractor shall each, at their respective sole discretion, have the right to terminate this Agreement at any time, for any or for no reason, upon delivery of \_\_\_\_\_ days’ prior written notice to the other Party.

D. Termination of Agreement for Cause. HWS shall also have the right to terminate this Agreement immediately for Cause upon written notice to Contractor. As used in this Agreement, “Cause” shall mean: (1) breach of any obligation of Contractor under this Agreement including, without limitation, confidentiality obligations; (2) commission by Contractor of any act of dishonesty, fraud, theft or harassment in connection with the performance of the Services; (3) unethical or illegal conduct by Contractor in connection with the performance of the Services; or (4) Contractor’s neglect or poor performance of the Services which conduct continues or resumes after written notice to Contractor.

E. Compensation. HWS shall compensate Contractor for the Services to be performed under this Agreement at the rate of \_\_\_\_\_. This fee shall be full compensation for all services provided by Contractor pursuant to this Agreement.

### **II. Independent Contractor**

A. Determination of the Manner and Means to Perform the Services; Order and Sequence of Work. Contractor shall have the sole right and responsibility to determine the manner, method, and means of performance by which Contractor shall render the Services under this Agreement, consistent with the nature of the Services being provided by Contractor and subject to any reasonable requests of HWS. Notwithstanding the forgoing, Contractor agrees to adhere to any applicable campus policies and procedures as may be required of HWS by law.

B. No Training. HWS shall have no obligation to provide and shall not provide any training to Contractor in the performance of Services under this Agreement.

C. No Authority to Bind Other Party. Neither Contractor nor HWS shall have any authority to bind the other Party or hold itself out to third parties as having any such authority.

D. Own Equipment, Transportation, Facilities; No Uniforms. Contractor shall be solely responsible for providing its own transportation and any supplies Contractor deems necessary to perform the Services under this Agreement.

E. Taxes; Documentation. Contractor shall be responsible for, and agrees to comply with, all its obligations under applicable federal, state, and local tax laws for payment of income taxes and, if applicable, self-employment taxes and any other taxes, contributions, payments, or premiums required by law. Because Contractor is not an employee of HWS for tax or other purposes, the Parties agree that HWS shall not withhold from Contractor any amounts for federal, state, or local taxes, nor shall HWS make any premium payments or contributions for FICA, FUTA, state unemployment insurance premiums, worker’s compensation or other similar tax, or benefit for Contractor.

It is understood and agreed that HWS shall provide Contractor with a Form 1099 in accordance with applicable federal, state, and local income tax laws. To the extent either Party is required by law to demonstrate compliance with any applicable laws, each Party agrees to cooperate with the other Party and provide the other with documentation (other than confidential business or personal information) to show such compliance.

F. No Participation in any HWS Employee Benefit Plans. Contractor understands and agrees that it shall not be entitled to participate in any of HWS employee benefit plans or receive any fringe benefits, which are available only to employees of HWS. Contractor will provide any fringe benefits to itself and/or its employees.

G. Non-Exclusive Services: Right to Conduct Own Business. Contractor's Services to HWS are not exclusive, and Contractor shall have the right to provide services to other recipients, if Contractor so desires.

H. No Obligation to Continue the Business Relationship. Nothing set forth in this Agreement shall require Contractor or HWS to expand the Parties' business relationship beyond the Services to be provided in this Agreement or continue the Parties' business relationship beyond the Term set forth in this Agreement. Contractor shall have no obligation to accept future service requests from HWS.

### **III. Miscellaneous**

A. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law principles.

B. **Indemnification. Contractor hereby indemnifies, defends and holds harmless HWS (and its trustees, members, partners, officers, employees, agents, representatives, and affiliates) from and against any losses, liabilities, damages, causes of action, judgments, costs and expenses (including, but not limited to, reasonable legal fees and expenses) which result from Contractor's negligent or intentional breach of this Agreement or from Contractor's negligence or willful misconduct. The obligations of this Section shall survive the expiration or termination of this Agreement.**

C. Assignment. This Agreement is personal to the Parties hereto and may not be assigned by Contractor without the prior written consent of HWS.

D. Binding on Successors. Subject to the restrictions on assignment contained herein, this Agreement shall inure to the benefit of the Parties hereto, and shall be binding upon the Parties hereto and their respective successors, personal representatives, heirs and assigns.

E. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

F. Entire Agreement; Counterparts. This Agreement contains the entire agreement of the Parties. No provision of this Agreement may be changed orally; modifications may only be effected by written agreement signed by the Parties hereto and as otherwise specifically set forth herein. Signatures to this Agreement may be transmitted by facsimile or in .pdf format and in one or more counterparts, each of which shall, for all purposes, be deemed an original and fully enforceable as an original, and all such counterparts, taken together, shall constitute one and the same agreement, even though both of the Parties may not have executed the same counterpart of this Agreement.

IN WITNESS WHEREOF, and intending legally to be bound, the Parties hereto have executed this Agreement as of the day and year as written above.

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**HOBART AND WILLIAM SMITH COLLEGES:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

*\*Please attach this document as an order attachment in Unimarket for HWS review and signature.*