

Services Provider Contract

Whereas Cornell University ("University" or "Cornell") desires to contract for Services with _____ (include name and address) (the "Service Provider") and whereas Cornell will pay good and valuable consideration for this service and the parties are prepared to deliver said service, now hereby be it known that the parties agree to the following terms and conditions:

1. The Service Provider hereby agrees to release, indemnify, and hold harmless the University, and its trustees, officers, agents and employees from any and all liability, damage, claim of any nature whatsoever arising out of or in any way related to your work at or for the University including any act or omission of any third party (Rescue Squad, Hospital, etc.). The Service Provider is considered a private-contractor and he/she is not an employee of Cornell University.
2. The Service Provider further states that he/she is cognizant of all the inherent dangers and risks involved in this activity including bodily injury. The Services Provider agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in anyway pertaining to the engagement hereunder, including but not limited to Social Security laws, Workers Compensation Insurance, Income taxes or contributions, and Public Liability Insurance.
3. The Service Provider understands that he/she is subject to Cornell University regulations and policies, laws of the United States and the laws of New York State and that in event of violation of these, or behavior which is considered to be detrimental to students or the University, or for any other reason in University's sole discretion, the University shall have the right to cancel this Contract without prior notice.
4. The Service Provider understands that the University does not provide any Accident or Medical Insurance and that he/she is required to provide his/her own. The Service Provider hereby agrees that he/she is financially responsible for all such expenses whatsoever.
5. The Service Provider represents that in providing the services under the terms of this Contract, he/she is not infringing on the property right, copyright, patent right, or any other right of anyone else; and if any suit is brought or a claim made by anyone, that anything in connection with the ownership or the presentation of said services is an infringement on the property right, copyright, or patent right, Service Provider will indemnify the University against loss damage, cost, attorney's fees or other loss whatsoever.
6. Any controversies between the parties shall be resolved by the courts of the State of New York.
7. The University shall provide passes for all of Service Provider's personnel who shall have access to University facilities as necessary for said delivery of services. No other passes will be honored by the University. The Service Provider shall furnish the University with a list of all personnel _____ weeks prior to the scheduled access time.
8. The Service Provider agrees to abide by all Laws of the State of New York and the regulations of Cornell University: this includes, but is not limited to: No smoking inside University buildings and no consumption of Alcohol on the premises other than licensed facilities.
9. No audio or visual recording of the event shall be made without the prior mutual written consent of the parties to this Contract provided only that notwithstanding the requirement Cornell University reserves the right to record the event for archival purposes only and not for sale or commercial use.
10. Cornell shall be excused from liability for the failure or delay in performance of an obligation under this Contract due to an event beyond its reasonable control including, but not limited to, a fire, a flood, an explosion, an earthquake, a natural disaster or any other act of God, as well as a pandemic, an epidemic, a recognized health threat as determined by any federal, state or local government or quasi-governmental authority (including the federal Centers for Disease Control), civil unrest, a strike or labor disturbance, war or threat of war, terrorism or a threat of terrorism, a governmental or quasi-governmental order or directive to "shelter in place", or any other event, occurrence, order or directive similar to those enumerated above (each, a "Force Majeure Event"). A



Force Majeure Event may also include a then-current order, policy, rule or regulation imposed by Cornell University based upon the health and safety of its student body, faculty, staff and/or broader community. Notice of Cornell’s failure or delay in performance due to a Force Majeure Event must be given to Service Provider promptly but no less than ten (10) days prior to the required performance; provided, however, that any such notification may be on shorter notice if the circumstances and/or conditions giving rise to the Force Majeure Event occur within less than the aforementioned ten (10) day period.

11. The Service Provider agrees that no personnel will be allowed in any venue unless a representative of Cornell is present. The Service Provider agrees that the arrival and departure from venues will occur at the times stipulated by the following contractual time schedules and that the service/statement of work shall consist of the following: Services Description (per attached Service Provider proposal):

Special Notations:

The Service Provider shall be prepared and ready to deliver precisely at: _____ AM/PM on _____, 20____ at an agreed upon price of \$ _____ as requested by _____ (authorized Cornell representative). Any amount due to additional mutually agreed upon requirements should be added to the final invoice by the Services Provider for inclusion in the final payment. Payment shall be made to Service Provider within (i) Net 60 days after the receipt of invoice if Service Provider is receiving check payments, or (ii) Net 45 days after the receipt of invoice if Service Provider is enrolled to receive direct deposit payments, or (iii) Net 30 days after receipt of invoice if Service Provider is registered for electronic invoicing and direct deposit payments through the Automated Clearing House (ACH). Invoices shall reference the purchase order number. Any amount due to additional mutually agreed upon requirements should be added to the final invoice by the Service Provider for inclusion in the final payment.

12. Cornell University’s contract supersedes any other agreement or terms.

13. The language of this Contract should not be changed without authorization from University Counsel or Procurement Services. Unauthorized changes will not be binding.

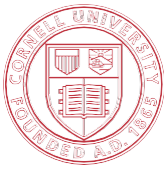
14. The parties understand that the terms of this Contract are legally binding and further certify that they are signing this Contract of their own free will after carefully reading the same. This Contract may be executed in counterpart signatures.

15. Tax Withholding for Domestic and Foreign Service Providers. All payments from Cornell to Service Provider under this transaction may be subject to tax withholding. Cornell reserves the sole right and discretion to withhold tax where it believes it is required to do so under the tax laws of any jurisdiction. By accepting this Contract, the Service Provider is relinquishing all claims against Cornell for any amounts withheld and remitted by Cornell to a tax authority. It is the Service Provider’s sole responsibility to provide Cornell with timely, complete, accurate, and legible forms and/or documents necessary to claim a reduction or elimination of withholding taxes (e.g., Form W-8BEN); Cornell reserves the sole right and discretion to make these determinations as well as whether such forms and/or documents are sufficient to reduce or eliminate withholding tax on any payment to the Service Provider.

Service Provider Attestation:

Are you currently, or in the last 12 months have you been, an employee, student, or student-employee at Cornell University? Yes No

Note: If the Service Provider answered “Yes” to the above question, this Contract must NOT be utilized. Contact the Tax Manager in the Division of Financial Affairs at tax@cornell.edu.



Cornell University

By: _____
Service Provider Signature Name Printed Clearly Date

By: _____
Cornell University Unit Signature Name Printed Clearly Date

By: _____
Cornell BSC Director/Designee Signature Name Printed Clearly Date

Please attach a signed copy of this form to any requests for payment (i.e., purchase order).