

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is entered into this ____ day of _____, 201____ by and between The Hunter College Foundation, Inc., hereinafter referred to as the "Foundation" located at 695 Park Avenue, New York, NY 10065, and _____, herein after referred to as the "Contractor", located at _____.

The Contractor's Social Security Number is _____.

This Agreement is entered into upon the following terms and conditions:

1. The Foundation engages the Contractor to provide the services set forth in the Scope of Work attached hereto as Appendix A and incorporated herein, and the Contractor agrees to perform said services and to provide all necessary staff support and administrative services connected therewith. The dates of performance are as indicated in Appendix A.

2. In return for satisfactory performance of the services called for under this Agreement, the Contractor will receive the following sum in consideration: _____ or amount stated in the invoice for specific project to be paid upon completion of the contract.

3. Notwithstanding any other provisions of this Agreement, the Contractor's status shall be that of an independent contractor and not that of an employee or agent of the Foundation. The Contractor will be expected to work without the regular supervision given to employees. All persons engaged by the Contractor to assist her shall at all times be deemed to be employees of the Contractor, and the Contractor shall be responsible for their work, direction, and compensation. Nothing in this Agreement shall be construed to impose any liability or duties upon the Foundation for the performance of services by any third party hired or otherwise engaged by the Contractor.

4. Neither the Contractor nor any persons engaged by her will receive health insurance, sick leave, annual leave, pension, or any other fringe benefits associated with employment with the Foundation.

5. Nothing in this Agreement shall impose any tax liability upon the Foundation, including, but not limited to, federal, state, and local income taxes, unemployment insurance, or social security tax, incurred by the Contractor or persons engaged by her. The Contractor agrees to indemnify the Foundation and hold it harmless from any and all claims for such payments by taxing authorities, including but not limited to fines, penalties, levies, and assessments, for failure to withhold or remit such payments.

6. The Contractor affirms that to the best of his knowledge there exists no actual or potential conflict between the Contractor's family, business, or financial interests and his services

under this Agreement. The Contractor will notify the Foundation of all changes in any of the interests listed above during the term of this Agreement and any amendments thereto. The Foundation reserves the right in its sole discretion to determine whether or not any of the interests required to be disclosed by this paragraph will disqualify the Contractor from performing the services called for by this Agreement.

7. Contractor agrees that it shall not disclose to any third party any confidential or proprietary information of the Foundation and its donors, or that of Hunter College, its students, and alumni, that it learns during the course of its performance of this Agreement. This obligation will survive the cancellation or other termination of this Agreement.

8. The Foundation may upon five (5) days' written notice terminate this Agreement with or without cause. Contractor will be paid on a prorated basis for those services rendered up to the date of termination.

9. The Contractor shall protect, indemnify, and hold the Foundation, Hunter College, the City University of New York and the State of New York harmless from any and all claims, suits, actions, costs, and damages, including, but not limited to, attorney's fees in connection with any such matters, to which the Foundation, Hunter College, the City University of New York and/or the State of New York may be subjected by reason of injury to person or property, or wrongful death, that may result from any act, omission, carelessness, malpractice, or incompetence of the Contractor, or anyone employed or engaged by the Contractor, in connection with the performance of this Agreement.

10. All copyrightable works (including but not limited to, reports, compilations of data, software, pictorials or graphics) created or prepared by the Contractor in the course of his work shall be "works for hire" (as that term is defined in the copyright laws of the United States) for the Foundation and all copyright rights therein are expressly intended to be wholly owned and the copyright to be held by the Foundation. To the extent that any such copyrightable works may not, by operation of law, be works for hire, the Contractor hereby assigns to the Foundation the ownership of copyright in such items and the Foundation shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in such items. The Contractor agrees to give the Foundation or its designee all assistance reasonably required to perfect such rights. The Contractor represents and warrants that he is sole author of any and all such materials, and that they are original works not subject to any prior agreement, lien or other rights. The Contractor further warrants that the materials do not contain libelous, plagiarized, injurious or other unlawful matter, and that they do not infringe on the copyright or violate any other right of any person or party whatsoever. The Contractor will indemnify and hold the Foundation, Hunter Foundation, the City University of New York and the State of New York harmless against any and all claims, damages or expenses, including, but not limited to, attorney's fees arising out of a breach of such warranties.

11. The Contractor's obligations under this Agreement may not be assigned, sublet or transferred without the prior written consent of the Foundation.

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12. This Agreement may be modified from time to time by the parties in writing only, executed by an authorized representative of the Foundation.

13. This Agreement with its attachments embodies the entire understanding between the parties and there are no other agreements or understandings between the parties relating to the subject matter hereof.

14. This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the day and year first written above.

CONTRACTOR

THE HUNTER COLLEGE FOUNDATION, INC.

Signature: _____

Signature: _____

Print Name: _____

Print Name: Helen Adams-Keane

Title: _____

Title: VP for Institutional Advancement

Date: _____

Date: _____

DEPARTMENT SUBMITTING AGREEMENT

Department:

Representative:

Phone:

Email Address:

Foundation Account Name:

Foundation Account Number:

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Please return completed agreement to the Office of Institutional Advancement, 1313 E.

Appendix A

Scope of Services

Dates of Performance: From: To:

The Contractor is reporting to:

 Name:

 Email Address:

 Phone:

The Contractor is responsible for the following: