

**St. Lawrence University**  
**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor’s Agreement (The Agreement), effective as of \_\_\_\_\_ (“effective date”), is made by and between **St. Lawrence University**, a not for profit institution of higher education, organized and existing under the laws of the state of New York (“SLU”), having its principal place of business at 23 Romoda Drive, Canton NY 13617 and \_\_\_\_\_ (“Independent Contractor”) with a principal place of business located \_\_\_\_\_.  
By signing this Agreement, SLU and Independent Contractor agree as follows:

SLU hereby engages the Independent Contractor to render and deliver Services according to the scope of work, schedule and payment terms as described in Exhibit A. In the event of any conflict between this agreement and Exhibit A, this Independent Contractor’s Agreement will control.

**Independent Contractor:** The Independent Contractor agrees to perform the Services of the Agreement solely as an Independent Contractor. All risk associated with the performance of this agreement, including the risk of profit or loss reside totally with the Independent Contractor. The parties to this agreement recognize that this agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Independent Contractor is not authorized to enter into or commit SLU to any agreements and the Independent Contractor shall not represent itself as an agent or legal representative of SLU. The Independent Contractor further agrees that it will be solely responsible for the payment of all taxes and benefits required by law for said employees or agents, without liability to SLU. The Independent Contractor is solely responsible for the manner and means of the performance of the Services to be provided herein and is solely responsible to supply and use his/her own tools or equipment that may be necessary for the performance of the work herein.

**Indemnification:** In consideration of the fee to be paid to the Independent Contractor, the Independent Contractor shall fully indemnify, defend, and hold harmless SLU, its Board of Trustees, Officers, and employees from and against any and all liabilities, of any kind and nature which SLU may and/or could sustain as a result of all, actual or threatened, claims, losses, lawsuits, actions, judgments and/or expenses, including reasonable attorney’s fees arising, either directly or indirectly, from any act and/or failure to act and/or breach of the terms of this Agreement and Exhibit A by the Independent Contractor relating in any way to the Services and/or the equipment provided by the Independent Contractor, its employees, subcontractors or agents under this Agreement and Exhibit A.

**Responsibilities of Independent Contractor:** Independent Contractor shall comply with all security, safety, and other applicable rules and regulations of SLU when providing the Services, provide the Services diligently and in a professional and workmanlike manner, and devote such time and effort in the performance of the Services as reasonably requested by SLU. This includes necessary labor, materials, and all required equipment needed for completion of the Services, unless otherwise specified in Exhibit A. Until the Services to be performed under this Agreement are fully completed and accepted, SLU shall not be responsible for any loss or damage to the work (including material used, or to be used, on, or in connection with the work) caused by fire, theft, vandalism, lightning, explosion, vehicles, smoke, hail, windstorm, flood, or other acts of the elements. SLU reserves the right to withhold payment if it determines the work is unsatisfactory.

**Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof. No amendment to any provision of this Agreement shall be effective unless in writing and signed by each party. This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to contracts made and fully performed there.

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**Term and Termination:** This Agreement shall be effective beginning on the effective date and continue until the satisfactory completion of the Services and the acceptance by the SLU representative. This Agreement may be terminated by SLU upon giving written reasonable notice to Independent Contractor without cause. Reasonable notice shall be defined as ten (10) business days in advance of termination. If SLU terminates this Agreement because of the Independent Contractor's failure to perform the Services as specified, the Independent Contractor shall be liable for all damages, costs and expenses (including attorney fees) resulting directly or indirectly from such failure.

This Agreement may be terminated by the Independent Contractor upon giving at least thirty (30) days written notice to SLU upon the repeated and substantial failure of SLU to perform in accordance with all the terms herein, provided that SLU's failure to perform is through no fault of Independent Contractor.

The Independent Contractor agrees that in the event of a termination as set forth herein, Independent Contractor shall only be entitled to the reasonable value of work completed, as determined by SLU, through the date of the termination if the work completed has met SLU's requirements and specifications. The Independent Contractor shall expressly not be entitled to any claim for consequential damages, lost profits or any other prospective damage.

**Safety:** The Independent Contractor agrees shall adhere to the rules, regulations and interpretations of the New York State Department of labor relating to Occupational Safety and Health Standards. The Independent Contractor agrees shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations to prevent accident or injury to persons on or about the location of the work.

**Assignment:** Independent Contractor agrees shall not assign this Agreement without the written consent of SLU.

**Compliance with Laws:** In performance of the Services hereunder Independent Contractor agrees shall comply in all material respects with all applicable codes, laws and regulations, including but not limited to those of SLU, relative to conduct on its premises. Independent Contractor agrees shall be responsible for any and all damages incurred by SLU resulting from the Independent Contractor agrees failure to comply with said codes, laws, rules and regulations.

**Severability:** All of the provisions of this Agreement are intended to be distinct and severable. If any provision shall be held or made invalid or unenforceable, then the remaining provisions of this Agreement shall continue in full force and effect.

**Taxes:** The parties acknowledge that SLU is a not-for-profit organization exempt from the payment of New York sales and use taxes.

**Survival:** The provisions in this Agreement covering indemnification, insurance, and governing law shall survive the expiration or termination of this Agreement.

**Jointly Drafted:** This Agreement shall be deemed to be jointly drafted by both parties and, in the event of a dispute, shall not be construed against or in favor of either party on account of its having been drafted by such party.

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SLU Employee Initiated by: \_\_\_\_\_ Phone Extension: \_\_\_\_\_

**IN WITNESS WHEREOF**, this Agreement has been executed by each party's duly authorized representatives in multiple originals.

For SLU:

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

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

For Independent Contractor:

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

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

**Exhibit A - Scope of work**

**Project Description:**

**Services to be Performed:**

**Timeline:**

**Compensation:**

**Insurance Requirements:**  Checked box indicates SLU's standard insurance requirements located at <https://www.stlawu.edu/business/insurance-requirements> apply.