

Independent Contractor Agreement

[Date]

[Contractor Name and Address]

Albert Einstein College of Medicine (“Einstein”) , a New York Not-for-Profit Corporation with an address of 1300 Morris Park Avenue, Bronx, NY 10461, agrees to engage [insert contractor full legal name and address], (“*Consultant*”) to provide the services described below and if applicable, in the attached statement of work (the “*Services*”), and Consultant agrees to provide the Services to the best of their abilities, in each case pursuant to the terms and subject to the conditions contained in this letter and the “Independent Contractor Terms and Conditions” attached hereto and made an integral part hereof (this letter, together with the Independent Contractor Terms and Conditions, the “Agreement”).

**Description of Agreement**

During the term of this agreement, Consultant will serve as [insert title] for the project entitled [insert project title] for Einstein. Although, as an independent contractor, Consultant will work largely on their own, Consultant will be expected to confer at regular intervals with [insert name of applicable Einstein staff person], and all work must be satisfactory to and approved by Einstein.

[If applicable, insert [name of contractor employee] will manage the project on behalf of Consultant and will supervise the employees and agents of Consultant who provides the Services.]

The term of this agreement is from [insert start date] to [insert end date].

During the term of this agreement, Consultant will provide the following services:

* [insert tasks/responsibilities, and deadlines]

**Compensation**

Unless terminated, the total compensation to be paid by Einstein to Consultant for all Services shall be $[insert total compensation].

Einstein may withhold payment if one or more deliverables is not delivered to it by the applicable deadline, or if any deliverable is not satisfactory to Einstein. In addition, Einstein may require Consultant to refund all amounts paid to them under this agreement if the deliverables are not satisfactorily delivered to Einstein by the deadlines or if Consultant otherwise fails to complete the engagement.

[If applicable, insert: In addition, Einstein will reimburse Consultant for proper, normal, and reasonable travel and related out-of-pocket expenses (at cost without markup) actually incurred by Consultant in performing the Services, which total expenses shall not exceed $[XX] and shall be pre-approved in writing by Einstein. Only coach travel is permitted.]

Einstein will not owe Consultant (or their employees or agents) any fees, expenses, or other amounts other than as expressly provided herein.

This agreement will become effective upon its execution by Einstein and Consultant. If this agreement is acceptable to Consultant, please sign below and at the end of the “Independent Contractor Terms and Conditions,” and return one fully executed copy of this agreement to Einstein.

Einstein expects to have a successful working relationship with Consultant. Should Consultant have any questions, please do not hesitate to call Peter Bernacki Senior Director Business Services, at 718-430-3001.

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| Albert Einstein College of Medicine:By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Peter Bernacki\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Contractor:By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Independent Contractor Terms and Conditions**

1. At all times Consultant is performing Services as an independent contractor and not as an employee or agent of Einstein. As a consequence, (a) Consultant (and its employees and agents) has no authority to enter into contracts or agreements, or otherwise incur any financial or other obligations, on behalf of Einstein, (b) all taxes and other surcharges that might be due and payable as a result of this agreement by Consultant in whatever jurisdiction will be the sole responsibility of Consultant, and (c) Consultant (and its employees and agents) will not be eligible to participate in Einstein’s pension, health or other fringe benefit program, nor will Consultant (or its employees and agents) be covered by Einstein’s workers compensation insurance. Consultant will be solely responsible for any compensation to Consultant’s employees and agents in connection with this agreement or otherwise, and Einstein will not be liable in any manner to anyone who Consultant may engage.
2. Consultant will supply, at its sole expense, all equipment, materials, and/or supplies to accomplish the Services, unless otherwise determined by Einstein.
3. Consultant (and its employees and agents) will observe and comply with all policies, practices, and procedures of Einstein.
4. Payments for Services will only be made upon submission by Consultant to Einstein of an invoice that must provide sufficient detail for Einstein to substantiate the date of Services and tasks performed under this agreement and that contains Consultant’s Social Security Number or Federal Tax Identification Number. Payments will be made net ninety (90) days after Einstein’s receipt of a proper invoice. All invoices should be submitted to [insert name and contact info].
5. Einstein may terminate Consultant’s engagement at any time and without cause. Following such termination, if requested by Einstein, Consultant shall complete all immediately pending tasks to the satisfaction of Einstein, and Consultant may submit an invoice for Services satisfactorily provided through the date of termination. Upon payment or other resolution of that final invoice, Einstein will have no further obligation to Consultant.
6. Upon the expiration or termination of this agreement, Consultant will immediately deliver to Einstein any and all materials, or reproductions of materials, of any nature developed in the course of work for Einstein.
7. Consultant acknowledges and agrees that all copyrightable works included in the Inventions (as hereinafter defined) will be “works made for hire” within the meaning of the Copyright Act of 1976, as amended (17 U.S.C. §101) (the “*Act*”), and that Einstein is to be the “author” within the meaning of the Act. Consultant acknowledges and agrees that all Inventions are the sole and exclusive property of Einstein. In the event that title to any or all of the Inventions does not or may not, by operation of law, vest in Einstein, Consultant hereby assigns to Einstein all its right, title, and interest in all Inventions and all copies of them, in whatever medium fixed or embodied, and in all writing relating thereto in the possession or control of Consultant (or its employees or agents). Consultant hereby expressly waives any moral rights or similar rights in any Invention or any such work made for hire, and waives any rights to all compensation, other than that contained in this agreement, from Einstein in the event that all or part of any such work made for hire results in future royalties, commission, fees, or other forms of revenue to Einstein.

For purposes of this agreement, “*Inventions*” means all ideas, inventions, discoveries, improvements, trade secrets, formulae, techniques, data, software, programs, systems, specifications, developments, system architectures, documentation, algorithms, flow charts, logic diagrams, source code, methods, processes, and other information, including works-in-progress, whether or not subject to statutory protection, whether or not reduced to practice, which are conceived, created, authored, developed, or reduced to practice by Consultant (or its employees or agents), either alone or jointly with others, whether on the premises of Einstein or not, during any consulting relationship or in conjunction with the Services (including, without limitation, all periods of consultancy with or provision of any services to Einstein prior to the effective date of this agreement); provided, however, that any of the foregoing occurring neither on the premises of nor through the use of the property of nor at the direction of Einstein and which (i) do not relate to the actual or anticipated business, activities, research or investigations of Einstein, and (ii) do not result from or are not suggested by work performed by Consultant (or its employees or agents) for Einstein (whether or not made or conceived during normal working hours or on the premises of Einstein) shall not constitute Inventions for purposes of this agreement.

Consultant (and its employees and agents) agrees not to file any patent, copyright, or trademark applications relating to any Invention. Consultant agrees to (and agrees to cause its employees and agents to) assist Einstein whether before or after the expiration or termination of this agreement or any consulting relationship with Einstein, in perfecting, registering, maintaining, and enforcing, in any jurisdiction, Einstein’s rights in the Inventions by performing promptly all acts and executing all documents deemed necessary or convenient by Einstein.

If Einstein is unable, after duly reasonable effort, to secure Consultant’s signature on any such documents, Consultant hereby irrevocably designates and appoints Einstein and its duly authorized officers and agents as Consultant’s agent and attorney-in-fact, to do all lawfully permitted acts (including, but not limited to, the execution, verification, and filing of applicable documents) with the same legal force and effect as if performed by Consultant. This Section 7 shall survive termination or expiration of this Agreement.

1. Consultant warrants that all work performed by it or its employees or agents, under this agreement will be original to them, that such work will not have been previously published, that such work will not be in violation of any copyright or third-party proprietary right and that such work will not contain any statements known to be false or libelous.
2. Consultant acknowledges and agrees that, in performing the Services, Consultant and its employees and agents may obtain certain confidential information about Einstein and its related entities and affiliated schools, and their respective trustees, officers, employees, students, representatives and agents (“*Einstein Confidential Information*”). Consultant agrees that Einstein owns all right, title, and interest in and to the Einstein Confidential Information, and Consultant (and its employees and agents) do not acquire any right, title or interest in or to any Einstein Confidential Information. In addition, Consultant agrees that Einstein Confidential Information shall be used solely as necessary to perform the Services and agrees to keep, and ensure that Consultant’s employees and agents keep, confidential all Einstein Confidential Information with the same degree of confidentiality and security as is accorded to Consultant’s confidential information and most important internal materials. This section 9 shall survive termination or expiration of this Agreement.
3. During the term of this agreement, Consultant may perform services for others so long as performance of such services does not in any way present a conflict of interest to Consultant with respect to the Services or interfere with Consultant’s responsibilities and duties under this agreement.
4. Consultant agrees to defend, indemnify, and hold Einstein and its related entities and affiliated schools, and their respective trustees, officers, employees, students, representatives and agents (the “*Indemnified Parties*”) harmless from any and all liabilities, losses, costs, damages, penalties, and any other expenses, including attorney’s fees, arising directly or indirectly (i) from Consultant’s (or its employees or agents’) acts, omissions, or representations or misrepresentations, (ii) Consultant’s (or its employees or agents’) breach of any representation, warranty, covenant or agreement contained in this agreement or other obligation imposed or sought to be imposed by or according to this Agreement, and/or (iii) from any claim that the Services infringe any patent, copyright, trademark, trade secret, or other proprietary right belonging to a third party. The Indemnified Parties shall not be liable to Consultant or any third party for any acts or omissions by Consultant (or its employees or agents) in the performance of this agreement. This Section 11 shall survive the expiration or termination of this Agreement.
5. During the period of this agreement, Consultant will procure and maintain the following insurance:

**Automobile Liability**: If Consultant or its agents or employees drive on Einstein property, automobile liability in an amount not less than $2,000,000 per occurrence for bodily injury and property damage, including owned, hired, and non-owned vehicle coverage.

**Professional Liability**: Professional Liability covering any damages caused by an error, omission or any negligent acts in an amount not less than $2,000,000 per claim.

Upon effectiveness of this agreement, Consultant will provide the Einstein with proof that the foregoing insurance is in full force and effect.

Consultant waives any right or claims under insurance policies held by Einstein.

1. Consistent with the Stop Sexual Harassment in NYC Act, Consultant shall, in any calendar year in which Consultant provides Services to Einstein (under this or any other agreement) on at least ninety (90) days and for more than 80 hours, obtain anti-sexual harassment interactive training compliant with said Act and provide to Einstein proof of completion of such training. Where required, Consultant shall provide such proof prior to the effective date of this agreement and promptly after the start of any subsequent calendar year in which this agreement shall continue. Consultant recognizes that training compliant with said Act, and proof of completion, may be obtained for free online on the website of the City of New York (at https://www1.nyc.gov/site/cchr/law/sexual-harassment-training.page or similar).
2. These Terms and Conditions and the accompanying letter constitute the entire agreement between Consultant and Einstein superseding any and all discussions and/or understandings regarding the Services. This agreement shall be governed and construed in accordance with the internal laws of the State of New York (without giving effect to its conflicts of law principles), and any disputes hereunder shall be adjudicated in the courts located in New York, New York (and Consultant consents to such jurisdiction). This agreement may not be modified except by mutual agreement in writing. If any provision of this agreement shall be held to be invalid, it shall not affect the validity or enforceability of any other provision of this agreement. This agreement may not be assigned, in whole or in part, by Consultant without the express written consent of Einstein. Waiver of any term or provision of this Agreement or forbearance to enforce any term or provision shall not constitute a waiver as to any subsequent breach or failure of the same term or provision or a waiver of any other term or provision of this Agreement.

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| Consultant must attest whether in any calendar year they will be providing Services to Einstein on at least ninety (90) days and for more than 80 hours. If Yes, please go to [https://www1.nyc.gov/site/cchr/law/sexual-harassment-training.page](https://nam04.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww1.nyc.gov%2Fsite%2Fcchr%2Flaw%2Fsexual-harassment-training.page&data=04%7C01%7Cpeter.bernacki%40einsteinmed.org%7C8eaabe37c1454970150308d898678314%7C9c01f0fd65e040c089a82dfd51e62025%7C0%7C0%7C637426917628214421%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=JkHybb%2FzP4Wd%2BPnXuYUJVVnKZYKwm4cLT%2FFq4JHUVLA%3D&reserved=0) complete the training and email proof of completion to aepurchasing@einsteinmed.edu.  |

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|  YES [ ]  NO [ ]   |

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