



*State University of New York*

## **INDEPENDENT CONTRACTOR CONTRACT**

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In order to provide services of \_\_\_\_\_ for the State University of New York at Binghamton, and based on your experience in the field, the University desires to have you provide your services as an independent contractor in accordance with the following conditions:

You agree that at the cost herein stated you shall provide services as \_\_\_\_\_ to Binghamton University for the \_\_\_\_\_ (department, location)

The total fee will be \_\_\_\_\_ DOLLARS to be paid in total upon completion of all services hereunder to the satisfaction of Binghamton University.

- You will visit locations and meet with appropriate State University personnel in order to obtain the information necessary for carrying out this contract.
- It should be understood that it is intended to secure your personal services because of your ability and reputation, and you shall, therefore, not assign the work to be performed hereunder to any other party without our prior written consent.
- You shall remain solely responsible for the work performed in an appropriate manner and all similar elements of the services performed.
- You shall comply with all laws, orders, regulations, and requirements of Federal, State and Municipal governments applicable thereto and the applicable provisions of the attached State provisions of Law.
- The relationship of the parties arising out of this agreement shall be that of independent contractor. You shall not, as the result of this agreement, be considered an employee of Binghamton University or the State of New York, nor shall you represent that such employee relationship exists, arising out of this contract. You further represent that you are not presently an employee of the State of New York or any of its agencies or departments, nor have you been so employed during the present calendar year. You shall notify Binghamton University immediately in writing, in the event of any change in the above employment status.
- Binghamton University shall not be required to provide you with staff, materials or supplies.
- Binghamton University reserves the right at any time during the performance of this agreement to omit any portion of the work as may be deemed reasonably necessary without constituting grounds for any claim by you for allowance of damages. If such change or alteration results in a reduction of the work covered by the agreement, a proportionate deduction shall be made from the consideration herein.
- You agree that Binghamton University or its designee, after final payment under this agreement, shall have access to and the right to examine any of the work performed hereunder.
- Binghamton University may at any time terminate services to be provided by you by sending you prior written notice of such termination.
- Independent contractors must provide their own Workers Compensation and liability insurance and should name the University as additionally insured. We will not assume any liability for Workers Compensation claims from independent contractors. Independent contractors that assign work to employees not shown as signatories to the contract must provide evidence of Workers Compensation coverage for such employees.
- If you agree to the above conditions, please indicate by signing this letter in the space provided below and returning both copies, along with any invoices and/or vouchers for payment, to \_\_\_\_\_, Binghamton University, P.O. Box 6000, Binghamton, NY 13902-6000.

\_\_\_\_\_  
Signature of Independent Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of University Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Director of Procurement

\_\_\_\_\_  
Date