

TOMPKINS CORTLAND COMMUNITY COLLEGE
170 North Street
Dryden, NY 13053
607-844-8211

PROFESSIONAL/PERSONAL SERVICES AGREEMENT

This agreement by and between _____ hereinafter the "Contractor" and Tompkins Cortland Community College, hereinafter the "College" is made this date as signed at the end of this agreement.

WHEREAS, the College is a publicly owned and operated institution of post-secondary education sponsored by Tompkins and Cortland Counties to provide community college services to the residents of each county, and

WHEREAS, the College has determined a need for the services of the Contractor to further this purpose, and

WHEREAS, the Contractor is able and willing to perform those services as required below and has the requisite skills, license, or degrees required to perform those services, and

WHEREAS, the College has determined, after inquiry and search, that the contractor is the best available provider of those services,

NOW, THEREFORE, the Contractor and College agree as follows:

1. The Contractor shall complete the projects for the College as described specifically as:
2. In consideration of the timely and full performance of those projects in a manner satisfactory to the College, the College shall pay the Contractor \$. Final payment shall not be made until all services required are completed to the satisfaction of the College.
3. The College shall make payments to the Contractor based upon completed and signed billing forms submitted to the College Purchasing Office. These forms shall be supplied by the College and submitted bi-weekly. Payment to the Contractor shall be made within thirty (30) days of receipt of each billing form. Any decision by the College not to make full payment for any billing form submitted shall be returned to the Contractor within ten working days of receipt of the billing form with specific reasons stated for the disapproval if any or all amounts claimed.

4. For the purpose of administering this agreement and the services to be rendered hereunder, _____ is hereby designated as the College official responsible for accepting the services rendered and approving their timeliness, completeness, and satisfactory quality.
5. It is agreed that the Contractor will pay all work related expenses, including but not limited to, travel, health insurance, worker's compensation, social security, income tax withholding, and other expenses necessary and proper to an independent contractor.
6. Performance under this agreement shall commence _____ and shall terminate no later than _____
7. All products, materials, written or otherwise, resulting from the performance of this agreement shall become the sole property of the College, which shall retain exclusive control over the use thereof. However, the College agrees to act affirmatively in disseminating any or all written materials of high quality which would further the interests of the College, its students, or community colleges in general.
8. This written agreement supersedes any and all other written or oral communications between the parties. This agreement may only be modified by subsequent writing signed by both the parties.
9. This agreement may be terminated upon three days written notice by either party. Such notices to be sent (A) to the College at its business address in care of the College officer designated above and (B) to the Contractor at the address noted below. Notice shall be sent by registered or certified mail.
10. Relationship of the Contractor to the College is that of an independent contractor, and the contractor, in accordance with that status, covenants and agrees (1) to act and perform consistent with that status, (2) not to hold himself or herself out as an employee, officer, or agent of the College and (3) not to make any claim, demand or application to or for any rights or privileges applicable to an employee, officer, or agent of the College, such as but not limited to worker's compensation, unemployment insurance benefits, social security coverage or retirement privileges.

11. The Contractor shall not discriminate against any employee or applicant with respect to hiring, promotion or treatment on the basis of race, color, creed religion, age, sex, national origin or handicap. The Contractor shall comply fully with the requirements of all applicable state and federal laws and regulations concerning discrimination in employment. The Contractor agrees to affirmatively to hire and promote women and minorities; to post notices conspicuously of its compliance with equal employment laws; and to require full compliance with this section by all its subcontractors.

In witness whereof, the parties hereby provide their signatures.

Tompkins Cortland Community College

by _____
College Official Date

Contractor Date

Contractor's Address

COLLEGE USE ONLY

Department Code