



Independent Consultant Agreement

THIS INDEPENDENT CONSULTANT AGREEMENT (this "Agreement") is made by and between Cornell University, a New York not-for-profit education corporation, on behalf of its _____ ("Cornell"), and _____ ("Consultant").

For good and valuable consideration, the parties agree as follows:

1. General Purpose. The general purpose of this Agreement is to engage the services of Consultant to provide

_____ (the "Services"). The surrounding facts and circumstances are more fully set forth in the attached Schedule A (Statement of Work), Schedule B (Timetable of Deliverables), Schedule C (Compensation and Billing Authorization), and Schedule D (Consultant's Personnel).

2. General Duties of Consultant. Consultant shall perform the Services in conformance with the attached Schedules, all of which are incorporated herein, and in conformance with professional standards for performing services of a similar kind. Cornell has assigned a representative ("Cornell's Representative") in relation to this Agreement and the Services, as named in Schedule A. Consultant shall only recognize directives from Cornell's Representative. The work to be performed by Consultant constituting the Services shall be performed by the Consultant's personnel listed in Schedule D. Consultant may not replace or reassign such personnel without the prior written consent of Cornell. If any such personnel leave Consultant's employ, Consultant shall replace personnel with a person having at least equivalent experience and qualifications. Cornell shall have the right to review and approve such replacement personnel.

3. Timetable. The term of this Agreement and the timetable of deliverables set forth in Schedule B shall be adhered to unless such period is otherwise extended by Cornell in writing. Consultant shall be responsible to Cornell for any damage caused by its failure to comply with the timetable.

4. Independent Consultant. In the performance of the Services hereunder, Consultant shall be deemed an independent consultant and not an employee of Cornell. Consultant is not an agent of Cornell, nor is it authorized to transact business, enter into agreements, or otherwise make commitments on behalf of Cornell, unless expressly authorized in writing by an officer of Cornell. Contractors engaged through Consultant will be as employees of Consultant and not as employees or agents of Cornell. Cornell will not pay or withhold federal, state, or local income tax or other payroll tax of any kind on behalf of Consultant or its employees. Consultant is not eligible for, not entitled to, and shall not participate in any of Cornell's pension, health, or other benefit plans. Consultant is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law. Consultant indemnifies Cornell, and its agents, officers, employees and trustees, and holds each harmless against any fines, damages, assessments, or attorneys' fees in the event a court or administrative agency shall find that Consultant, or any contractor(s) engaged through Consultant, is an employee of Cornell.

5. Confidentiality. All data, material, books, records and information submitted or made available to Consultant in any medium (including provided orally) by Cornell, or any other person acting on behalf of Cornell (collectively, "Cornell Data"), unless otherwise publicly available, and all data and information, and other work developed by Consultant under this Agreement, shall be utilized by Consultant in connection with this Agreement only and shall not be made available by Consultant to any other person unless required by law. In the event of a breach of this Section 5, Cornell shall have all rights available to it at law and in equity to enforce the provisions hereof including, but not limited to, applying to a court of competent jurisdiction for specific performance and/or injunctive relief. The obligations of this Section 5 shall expressly survive the expiration or earlier termination of this Agreement.

6. Ownership.

- a. Cornell shall own all data, information, and other work developed or obtained by Consultant pursuant to this Agreement.
- b. Cornell shall at all times have access to review the ongoing work of Consultant for purposes of inspecting the same and determining that the Services are being performed in accordance with the terms of this Agreement.
- c. Immediately upon termination of this Agreement for any reason, all such data, information, and other work as described in Section 6(a), and all Cornell Data, in whatever form, shall be turned over to Cornell.



- d. For purposes of this Agreement, any copyrightable work ("Work") developed in the course of Consultant's performance under this Agreement shall be deemed "work made for hire" under federal copyright law and all ownership rights to such Work belong to Cornell.
- e. Should such Work not constitute a "work made for hire" under copyright law, Consultant hereby grants, transfers, assigns, and conveys to Cornell and its successors and assigns, the entire right, title, and interest in the Work or any part thereof, including but not limited to the right to: reproduce, prepare derivative works, distribute by sale, license or other transfer, perform publicly, display, and to secure copyrights or patents and renewals, reissues, and extensions of any such copyrights or patents in the United States of America or any foreign country.
- f. Any patentable invention conceived or reduced to practice in the course of Consultant's performance under this Agreement shall be the property of Cornell.
- g. Whether a copyright or patent in the Work will be maintained or registered in the United States of America or any foreign country shall be at the sole discretion of Cornell.
- h. Consultant agrees to cooperate fully with Cornell in the preparation and execution of all documents necessary or incidental to the assignment in this Section 6 and the protection and preservation of rights herein granted to Cornell. The obligations of this Section 6 shall expressly survive the expiration or earlier termination of this Agreement.

7. Compensation. Consultant shall adhere to the payment terms and schedule set forth in Schedule C. All invoices shall be mailed to Cornell Procurement and Payment Services, Accounts Payable, 341 Pine Tree Road, Ithaca, N.Y. 14850 or emailed to dfa-4040_invoice@cornell.edu, referencing the purchase order.

8. Warranties. Consultant warrants and represents that the Services and all work provided hereunder will not infringe, individually or collectively, any patent, copyright, trade secret, or other proprietary right of any third party; and Consultant has no reason to believe that any patent, copyright, trade secret, or other proprietary right of any third party may be infringed by it providing the Services and any work hereunder.

Upon receipt of valid legal process (the "Legal Request") seeking Cornell-related information and/or Cornell Data, Consultant will attempt to redirect the requesting third party to Cornell and/or request that the third party notify Cornell of its Legal Request. If Consultant's redirecting efforts are unsuccessful, and provided Consultant is not prohibited by law from doing so, Consultant will provide commercially reasonable notice to Cornell of the Legal Request, prior to disclosure of any Cornell information and/or Cornell Data, which would include, to the extent permitted by law, a copy of the Legal Request received by Consultant from the third party. Consultant will thereafter respond to the Legal Request in the time permitted unless Cornell has taken appropriate legal steps (i.e., Motion to Quash or Motion for a Protective Order) to stop or limit Consultant's response.

With respect to any legal process served on Cornell for which Cornell intends to respond, Consultant will provide Cornell with access to any Cornell information and/or Cornell Data in Consultant's possession. If Cornell is unable to access Cornell information and/or Cornell Data using the tools and documentation provided by Consultant then, upon request, Consultant will provide commercially reasonable assistance to enable Cornell to obtain the Cornell information and/or Cornell Data.

9. Termination. Cornell may terminate this Agreement at any time for any reason upon 30 days' written notice to Consultant. Consultant may retain amounts, if any, paid by Cornell under this Agreement prior to termination, but explicitly waives any right to additional or other amounts of any kind, including any claimed or alleged right based on quantum meruit or other similar theory.

10. Insurance. Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below during the term of this Agreement:

a. Statutory Workers' Compensation Insurance under the laws of the State of New York and any other laws that may be applicable thereto. Coverage "B," Employer's Liability must have limits of at least \$1,000,000 per accident for bodily injury and disease. *(This coverage is required for all Consultants unless they are exempt under the laws of New York State or other applicable jurisdiction. Coverage from other states may be substituted by individuals who are residents of other states but working on a temporary basis in New York State. Individuals providing Services on harbor fronts or over the water should provide proof of US Longshoremen and Harbor Workers insurance and/or Jones Act insurance.)*

b. Commercial General Liability Insurance: subject to at least limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage must be provided for bodily injury liability, broad form property damage liability, contractual liability, and products and completed operations coverage. Completed operations coverage is to be



maintained for a minimum period of three (3) years after the completion of this Agreement. The policies shall be primary and non-contributory. Cornell shall be included as an additional insured in the policy utilizing additional insured endorsements CG 20 10 07 04 and CG 20 37 07 04 or their equivalents. *(Coverage shall not contain exclusions for claims related to (New York) labor law. Consultant must expressly hold harmless, defend and indemnify Cornell as an additional insured for any suits referencing or seeking recovery under New York Labor Law §§ 200, 240, 240(1), 241, 241(6) and any related sections, and their insurance certificate or accompanying letter from an authorized representative must specifically state the same.)*

c. Professional Liability/Errors & Omissions: subject to \$1,000,000 per claim/\$3,000,000 aggregate covering the activities of the Consultant. The coverage must be maintained during the term of this Agreement and at least three (3) years following its completion. Consultant's policy will provide a carve-back to the "Insured versus Insured" exclusion for claims brought by or on behalf of additional insureds.

d. Automobile liability insurance: subject to limits of not less than \$1,000,000 combined single limit for each accident. Such Automobile Liability Insurance shall be for all owned, non-owned, and hired automobiles. *(Cornell requires limits of \$5,000,000 for any bus charter services. Aircraft or watercraft travel that is not a ticketed event (e.g., charters) requires higher insurance limits and pre-approval from Cornell Risk Management and Insurance.)*

e. Umbrella/Excess Liability Insurance: subject to limits of not less than \$5,000,000 per occurrence and follow-form of the primary Commercial General Liability, Automobile Liability, and Employers Liability policies. These policies shall contain an endorsement stating that any entity qualifying as an additional insured on the insurance stated in the Schedule of Underlying Insurance shall be an additional insured on the Umbrella/Excess liability policy and that they apply immediately upon exhaustion of the insurance stated in the Schedule of Underlying Insurance as respects to the coverage afforded to any additional insured.

f. All Risk Property Insurance: providing replacement cost coverage for any property damage to Consultant's property which is caused by a loss of any kind and description to any property brought onto Cornell University premises. Consultant agrees to waive on behalf of itself and its insurance company subrogation against Cornell for any loss or damage, which is covered or should be covered by this insurance.

g. Cyber and Technology Products & Services Liability Insurance: subject to limits of not less than \$5,000,000 for each wrongful act, that provides coverage for:

- i. Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of Cornell Data, whether by Consultant or any subcontractor or cloud service provider used by Consultant;
- ii. Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management/public relations consulting, legal services of an attorney, credit monitoring and identity fraud resolution services for affected individuals;
- iii. Expenses related to regulatory compliance, government investigations, fines, fees/assessments and penalties;
- iv. Liability for technological products and services;
- v. PCI fines, fees, penalties and assessments;
- vi. Cyber extortion payment and response costs; and
- vii. If the Cyber Liability policy is written on a claims-made basis and non-renewed at any time during and up until the project completion signing date, Consultant shall purchase an Extended Reporting Period for at least a two-year period. Consultant's policy will provide a carve-back to the "Insured versus Insured" exclusion for claims brought by or on behalf of additional insureds.

h. Other Requirements

- i. The limits of insurance stated above for each type of insurance are minimum limits only; in the event that any policy provided by Consultant provides limits greater than those stated above, then the additional insureds will be entitled to the full limits of such policy and this Agreement shall be deemed to require such full limits. Except with respect to professional liability, all policies shall contain a waiver of subrogation. Consultant shall be responsible for all deductibles under its policies and all defense costs if its policies do not cover such expenses. Insurance coverage in the minimum amounts shall not relieve the Consultant or any of its subcontractors of any liability, nor shall it preclude Cornell from exercising any rights or taking such other actions as are available to it under the law. Cornell's failure to enforce these requirements shall not be considered a waiver of the requirements. Any changes to these requirements shall only be made in writing and agreed upon by all parties.
- ii. All policies required to be maintained shall be issued by an insurance company licensed or authorized to do business in New York State with a rating of A- VII or better by A.M. Best.
- iii. All contractors and subcontractors used by the Consultant to provide services under this Agreement shall be required to comply with the insurance requirements in this Agreement.



- iv. A Certificate of Insurance is required evidencing all coverages outlined above prior to commencement of work. Further, each policy shall contain provisions giving Cornell at least 30 days written (10 days in the case of non-payment) notice of cancellation, non-renewal, or other change in coverage.
- v. Cornell reserves the right to require additional coverage or to increase limits depending upon the liability exposure in the scope of work in this Agreement.

10. Waiver. A delay or failure by either party to exercise any right under this Agreement will not constitute a waiver of that or any similar or future right.

11. Indemnification. Consultant shall release, defend, indemnify, and hold harmless Cornell and its trustees, officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorneys' fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of the Services or any other work provided under this Agreement, and/or Consultant's failure to perform or comply with any requirements of this Agreement, including, but not limited to, any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary right. Cornell reserves the right to retain whatever funds which would be due Consultant under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished. The obligations of this Section 11 shall expressly survive the expiration or earlier termination of this Agreement.

12. Assignment. This Agreement may not be assigned by any party without the express written consent of the other.

13. Entire Agreement. This Agreement represents the entire understanding of the parties and may not be modified except by written agreement of the parties and supersedes all prior written and/or oral agreements. This Agreement may be executed in counterpart signatures. In the event of a conflict between the terms in this Agreement and the terms of any other agreement, including a purchase order, the terms in this Agreement shall control.

14. Jurisdiction. This Agreement shall be deemed to have been made in the State of New York. New York State law (exclusive of any choice of law principles) shall govern this Agreement. Consultant consents to the jurisdiction of the state or federal courts serving Tompkins County, New York for the resolution of any disputes arising under this Agreement.

15. Effective Date. The effective date of this Agreement shall be the later of the two dates of signature below.

16. Non-infringement. Consultant warrants and represents that the Services and all work provided hereunder will not infringe, individually or collectively, any patent, copyright, trade secret, or other proprietary right of any third party; and Consultant has no reason to believe that any patent, copyright, trade secret, or other proprietary right of any third party may be infringed by it providing the Services and any work hereunder.

17. Compliance with Applicable Laws. Consultant warrants and represents that it will comply with all federal, state, and local laws applicable to performance of the Services and any work under this Agreement. Prior to gaining access to Cornell's systems and/or prior to gaining access to Cornell's facilities to perform Services, Consultant personnel will always agree to the requirements for access privileges and act in compliance with Cornell's policies and procedures. Consultant and all individuals assigned by Consultant to a project under this Agreement must comply with Cornell policies.

18. Advertisement. Consultant may not use the name Cornell or any variation thereof for advertising or publicity purposes without first obtaining the written consent of Cornell.

19. Notices. Each notice, request, or demand given or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if deposited in the United States mail, First Class, postage pre-paid, and addressed to the address of the intended recipient set forth below or to such other address as may be specified in writing by the parties.

20. Force Majeure: Cornell shall be excused from liability for the failure or delay in performance of an obligation under this Agreement due to an event beyond its reasonable control including, but not limited to, a fire, a flood, an explosion, an earthquake, a natural disaster or any other act of God, as well as a pandemic, an epidemic, a recognized



health threat as determined by any federal, state or local government or quasi-governmental authority (including the federal Centers for Disease Control), civil unrest, a strike or labor disturbance, war or threat of war, terrorism or a threat of terrorism, a governmental or quasi-governmental order or directive to “shelter in place”, or any other event, occurrence, order or directive similar to those enumerated above (each, a “Force Majeure Event”). A Force Majeure Event may also include a then-current order, policy, rule or regulation imposed by Cornell based upon the health and safety of its student body, faculty, staff and/or broader community. Notice of Cornell’s failure or delay in performance due to a Force Majeure Event must be given to Consultant promptly but no less than ten (10) days prior to the required performance; provided, however, that any such notification may be on shorter notice if the circumstances and/or conditions giving rise to the Force Majeure Event occur within less than the aforementioned ten (10) day period.

21. Severability. If any provision of this Agreement is declared invalid by any court of competent jurisdiction, then such provision shall be deemed automatically modified to conform to the requirements for validity as declared at such time, and as so modified, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Agreement as though the provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.

22. Authority. The parties warrant that each has the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which they are parties.

23. Affirmative Action. If Consultant is other than an individual, it must provide a copy of its OEO/Affirmative Action Policy.

24. Right to Audit. Throughout the term of this Agreement, and for a period of three years after the later of final payment, expiration or termination, or longer if required by law, Cornell, at its own expense, shall be entitled to perform, or to have performed by a third party of Cornell’s choosing, during normal business hours and upon five (5) business days’ notice, an on-site audit of any and all records of Consultant necessary to permit Cornell to evaluate and verify Consultant’s compliance with the requirements of this Agreement. Consultant grants Cornell permission to view and/or copy any books, documents, records, data and information (including data and information stored in electronic form) of Consultant which relate to or have been used in connection with the performance of this Agreement. Consultant also grants Cornell permission to interview Consultant’s staff and agents as part of the audit. If applicable, Consultant agrees to provide Cornell with adequate and appropriate workspace for conducting the audit. If Cornell, in its sole discretion, determines that an on-site audit is not necessary, Consultant agrees to complete, within 30 days of receipt, an audit questionnaire provided by Cornell. Any overcharges discovered by Cornell, or by a third party of Cornell’s choosing, shall be paid within 30 days of Consultant’s acceptance of Cornell’s written notification of audit findings. Consultant may not unreasonably withhold acceptance of audit findings. Consultant shall include this audit provision in any subcontracts that it may issue under this Agreement.

25. FERPA AND HIPAA Compliance. If Cornell determines that Consultant’s performance under this Agreement requires compliance with the Family Educational Rights and Privacy Act (FERPA) and/or the Health Insurance Portability and Accountability Act (HIPAA), Consultant agrees to enter into any and all additional documents Cornell deems necessary to address FERPA and/or HIPAA compliance.

26. Tax Withholding for Domestic and Foreign Consultants. All payments from Cornell to Consultant under this Agreement may be subject to tax withholding. Cornell reserves the sole right and discretion to withhold tax where it believes it is required to do so under the tax laws of any jurisdiction. By accepting this Agreement, the Consultant is relinquishing all claims against Cornell for any amounts withheld and remitted by Cornell to a tax authority. It is the Consultant’s sole responsibility to provide Cornell with timely, complete, accurate, and legible forms and/or documents necessary to claim a reduction or elimination of withholding taxes (e.g., Form W-8BEN). Cornell reserves the sole right and discretion to make the determinations contemplated in this Section 26 as well as whether such forms and/or documents are sufficient to reduce or eliminate withholding tax on any payment to the Consultant.

27. Web Content Accessibility. In accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, all web pages, web functionality, websites or web applications developed or provided under this Agreement will attempt to conform to the W3C Web Content Accessibility 2.0 Level AA Guidelines that can be found at <https://www.w3.org/WAI/WCAG20/quickref/>. If Consultant is hosting websites or providing web design



services or web-based products, and if required, shall provide written evidence that its product or service addresses each of the WCAG 2.0, Level AA criteria. For any area of noncompliance, Consultant should describe any planned remediation roadmaps, including timelines and steps that will be taken to achieve full compliance, as well as interim workarounds to enable access by individuals with disabilities. Consultant may be required to demonstrate how to use the product or service with assistive technology and may be required to undergo third-party accessibility testing. Consultant must provide contact information to facilitate more detailed inquiries from Cornell if so requested.

28. GDPR Compliance. If this Agreement and/or the activities contemplated hereby involve the processing (as such term is defined under the Regulation (EU) 2016/679 (General Data Protection Regulation, or “GDPR”)) by Consultant of personal data (as defined in the GDPR) of which Cornell is the controller (as defined in the GDPR), regardless of whether such personal data constitutes Cornell Data, then Cornell and Consultant shall execute a Personal Data Processing Agreement (PDPA) to the extent to which the GDPR applies to such processing (in addition to the provisions of this Agreement).

29. Alterations. The terms of this Agreement may not be altered without authorization from Cornell’s Office of General Counsel, Risk Management and Insurance, or Procurement and Payment Services. Unauthorized changes will not be binding.

[Schedules and Signature Page Follow]



Schedule A

STATEMENT OF WORK

See attached (check if document attached)

Detail and explanation of the agreement between Cornell and Consultant:

Work Scope and Deliverables

[Specify work to be performed and any deliverables to be met.]

Initials Cornell Representative: _____ *Date:* _____

Initials Consultant Representative: _____ *Date:* _____



Schedule B

TERM AND TIMETABLE OF DELIVERABLES

See attached (check if document attached)

Detail and explanation of the agreement between Cornell and Consultant:

Project Timetable: The Term of this Agreement shall be from _____ / _____ / _____ until _____ / _____ / _____.

Initials Cornell Representative: _____ *Date:* _____

Initials Consultant Representative: _____ *Date:* _____



Schedule C

COMPENSATION AND BILLING AUTHORIZATION

See attached (check if document attached)

In full compensation for the Services under this Agreement, Cornell will pay Consultant on an hourly basis or as specified below. Cornell will pay Consultant any and all overtime approved by Cornell at the straight hourly rate. Expenses, other than those approved by Cornell, are the responsibility of Consultant.

Contractor(s) will be engaged through Consultant according to the stipulations outlined in Schedule A, Statement of Work, and the following:

Detail and explanation of the agreement between Cornell and Consultant:

Payment Amount and Schedule: (Specify assigned consultant(s), hourly rate(s), and/or per project amount(s), estimated total hours, term of assignment (if applicable))

Notwithstanding any other provisions of this Agreement, the total amount payable by Cornell for the Services will be determined by applying the stated rate of compensation to the services actually performed by Consultant. Consultant will not render the Services and Cornell will not be required to pay for any services in excess of the amount stipulated above, unless Consultant has first secured prior written approval from Cornell.

Invoices will be based on weekly timesheets pre-approved by Cornell Representative (or designee) identified in Schedule A.

Consultant will invoice monthly, showing consultant(s) name, hours billed, fees, and other associated charges (if approved by Cornell) for period of invoice.

To ensure prompt payment, identify Cornell assigned purchase order number and send invoices directly to:

Cornell Procurement and Payment Services
Accounts Payable
377 Pine Tree Rd, Ithaca, New York 14850
dfa-4040_invoice@cornell.edu

If Consultant elects to use paper or email invoices, all payments are due either (i) Net 60 after the receipt of invoice if receiving check payments, or (ii) Net 45 after the receipt of invoice if enrolled to receive direct deposit payments. If Consultant elects to register for electronic invoicing and direct deposit payments through the Automated Clearing House (ACH), all payments are due Net 30 after the receipt of invoice.

Initials Cornell Representative: _____ Date: _____

Initials Consultant Representative: _____ Date: _____



Schedule D

CONSULTANT'S PERSONNEL

See attached (check if document attached)

Detail and explanation of the agreement between Cornell and Consultant:

List of Personnel:

The following terms and conditions govern the substitution or addition of subcontractors or agents by Consultant:

- (a) Consultant agrees to assign those contractors or agents whose resumes, personnel data forms or personnel qualification statements were submitted as required and interviewed and accepted by Cornell and identified in Schedule D. No substitution or addition of contractor(s) or agents will be made except in accordance with this clause. Personnel identified by Cornell as deficient will be removed in a manner to least affect the progress of the project and/or Services.
- (b) Consultant agrees that during the assigned term as provided in Schedule C, no contractors(s) or agent substitutions will be permitted unless an individual's sudden illness, death, or termination of employment necessitates such substitutions. In any of these events, Consultant will promptly notify Cornell and provide the information required by paragraph (d) below.
- (c) If a contractor(s) or agent becomes unavailable for work during the assigned term for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than specified by attached Schedules, Consultant will propose a substitution of such contractor(s) or agent, in accordance with paragraph (d) below.
- (d) All proposed substitutions will be submitted, in writing, to Cornell fifteen (15) days prior to the proposed substitution. Each request will provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by Cornell to approve or disapprove of the proposed substitution. All proposed substitutes will have qualifications equal to or higher than the qualifications of the contractor or agent being replaced.
- (e) Cornell will evaluate requests for substitution and addition of contractor(s) or agent, and promptly notify Consultant, in writing, of whether the request is approved or disapproved.
- (f) If Cornell determines that suitable and timely replacement of contractor(s) or agent who has become unavailable to perform under this Agreement is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of this Agreement as incorporated herein, this Agreement may be terminated by Cornell for default or for the convenience of Cornell, as appropriate.

Revised Schedule D must be agreed to and signed by representatives of Consultant and Cornell for additional and or substitute contractors or agents.

Initials Cornell Representative: _____ *Date:* _____

Initials Consultant Representative: _____ *Date:* _____



In witness thereof, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date and year first written below.

For Consultant:

Signature: _____
Print Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____
Date: _____

For Cornell Procurement and Payment Services:

Signature: _____
Print Name: _____
Title: Procurement Agent
Email: _____@cornell.edu
Address: 377 Pine Tree Road, Ithaca, NY 14850
Cornell PO #: _____

For Cornell College/Unit Representative:

Name: _____
Initials: _____
NetID: _____
Date: _____