

**GRADUATE STUENT ORGANIZATION, INC.  
INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement ("Agreement") is made by and between Graduate Student Organization, Inc. ("GSO"), a New York State-based not-for-profit corporation, headquartered at 1400 Washington Avenue (CC 165B), Albany, NY, 12222, and the following Independent Contractor, hereinafter referred to as "Contractor:"

Contractor's Name: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

Contractor's Phone Number: \_\_\_\_\_

Contractor's Tax ID Number (EIN or SSN): \_\_\_\_\_

This Agreement will be governed by the laws of New York State, and contains a complete statement of all of the terms between GSO and Contractor. Any modifications to or notices associated with the Agreement must be made in writing and distributed to the signatories of the Agreement. Either GSO or Contractor may terminate this Agreement without cause at any time by giving the other 30 calendar days' written notice of such action.

For services rendered and compensation paid, as stipulated below, GSO and Contractor agree to the following terms and conditions:

**Nature, Place, Date and Time of Services to be Rendered:**

Nature of Services: \_\_\_\_\_

Place of Services: \_\_\_\_\_

Date and Time of Services: \_\_\_\_\_

**Financial Terms:**

Total Payment(s) Due: \_\_\_\_\_

Date and Time Payment(s) Will Be Made: \_\_\_\_\_

Invoicing/Billing Instructions: \_\_\_\_\_

Method of Payment: \_\_\_\_\_

**GSO Liaison With Contractor:**

Contractor must be escorted by a GSO liaison throughout his/her/their time on campus. Contractor is responsible for transportation to and from the meeting point noted below. The liaison with GSO for the services covered under this Agreement will be:

Name, Title: \_\_\_\_\_

Liaison Contact Information: \_\_\_\_\_

Liaison Meeting Point, Date and Time: \_\_\_\_\_

**GSO/Contractor Relationship:**

GSO and the Contractor are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture, employment, franchise or agency relationship between GSO and the Contractor.

**Contractor Obligations:**

The Contractor agrees to provide his/her/their own insurance and to make any reports, returns, or withholdings required by law of an independent contractor with respect to any amounts received pursuant to this Agreement, and to provide the services described in this Agreement in a lawful, legal fashion. The Contractor will be responsible for the payment of all federal, state and local taxes, licenses and special permits related to the performance of the services, as applicable.

**Copyrights and Recordings:**

Both parties agree that the GSO shall acquire and retain non-exclusive mechanical rights to recordings of any kind made under GSO's auspices pursuant to the services described in this Agreement, and that GSO shall only use such acquired rights for non-commercial activities pursuant to its not-for-profit mission, without additional approval required by Contractor. Contractor may distribute GSO acquired recordings for commercial purposes, with GSO approval, and so long as the commercial purposes are not incompatible with GSO's not-for-profit mission. The term "recording" as used herein shall include any recording made by electrical transcription, tape recording, wire recording, film, videotape, or other similar or dissimilar method of recording, whether now known or hereinafter developed.

**Indemnification:**

The Contractor will save, indemnify, keep harmless and defend University Auxiliary Services at Albany, Inc., the University at Albany, the State of New York, and the State University of New York, their officers, directors, employees and agents from and against any and all claims, damages, losses and expenses, including but not limited to attorneys fees, for any actual or alleged injury to any person or persons of whatsoever kind and nature, including death, or

damage to or destruction of property, breach of contract claims or other economic injury, third party proprietary or intellectual property rights infringement, occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations or delivery of services or benefits in connection with this contract, resulting in whole or in part from the willful, intentional or negligent acts or omissions of the Contractor, its agents or representatives for any work or services performed on behalf of GSO by the Contractor.

**Signatures:**

GSO and the Contractor have executed this Agreement as acknowledged by their signatures below:

For GSO:

\_\_\_\_\_ Date: \_\_\_\_\_  
HEIDI NICHOLLS  
President

For Contractor:

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

