



Cornell University

INTERNATIONAL INDEPENDENT CONSULTANT AGREEMENT (Business Entity)

THIS INTERNATIONAL INDEPENDENT CONSULTANT AGREEMENT (this "Agreement") is made by and between Cornell University, a New York not-for-profit education corporation, ("Cornell") on behalf of its _____ ("College/Unit"), and _____, located at _____ ("Consultant") as of the Effective Date.

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 perform the services and provide the deliverables described in **Schedule A** (the "Services" or "Scope of Services"). The surrounding facts and circumstances are more fully set out in the attached: **Schedule A** (Scope of Services), **Schedule B** (Project Timetable and Task Description), **Schedule C** (Payment Amount and Schedule), and **Schedule D** (Consultant's Personnel), all of which are incorporated by this reference.

2. **General Duties of International Consultant.**

2.1 Consultant shall perform the Services in accordance with the attached Schedules and in accordance with professional standards for performing services of a similar kind. Consultant warrants that all persons assigned by Consultant to the performance of this Agreement (or any specified subcontractor) are fully qualified to perform the Services required. **All Services will be provided and completed outside the United States.** Cornell has assigned a representative ("Cornell's Representative"), as named in the attached **Schedule A**, to provide direction to Consultant with respect to the Services. Only directives from Cornell's Representative shall be recognized by Consultant. Consultant's personnel who will perform the Services are listed in **Schedule D**. Consultant may not replace or reassign such personnel without the prior written consent of Cornell's Representative. If applicable, 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.

2.2 Subject to Section 2.1 above, Consultant may assign the performance of any portion of the Services to a subcontractor; provided that Consultant shall be fully responsible for any and all acts and omissions of any subcontractor in connection with the performance of this Agreement. All terms, conditions and requirements of this Agreement will apply without qualification to any services performed or goods provided by any subcontractor.

3. **Period of Performance.** Consultant agrees that all Services provided under this Agreement shall commence on _____, 20____ and be completed no later than _____, 20____ (the "Term"). Consultant shall adhere to the timetable in **Schedule B** 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. **Compensation.** Subject to the terms and conditions of this Agreement, Cornell shall pay Consultant an amount not to exceed \$ _____ in exchange for the Services. The schedule of payments is contained in **Schedule C**. Consultant shall submit all invoices to Cornell Accounts Payable, 377 Pine Tree Road, Ithaca, NY 14850 or emailed to dfa-4040_invoice@cornell.edu, referencing the purchase order number. 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 through a contract amendment.

5. **Payment Terms.** Consultant shall be paid after Cornell's receipt from Consultant of properly prepared invoices in accordance with Cornell's invoicing instructions as further set forth below in this Section. Cornell may make adjustments to Consultant's invoice due to shortages, rejection, or other failure to comply with the provisions of this Agreement. Discount periods, if any, shall commence after the latest of final acceptance, delivery, receipt of any required documentation, or receipt of invoice. Delays in receiving the invoice, errors or omissions on the invoice, or lack of supporting documentation required by the terms of this Agreement will be cause for withholding settlement without losing prompt payment discount privilege. Invoices must be accompanied by transportation receipt if transportation is payable as a separate item. Consultant shall submit an original invoice to Cornell promptly after each shipment, if applicable, in accordance with the instructions on the purchase order. If Consultant elects to use paper or email invoices, all payments are due either (i) within sixty (60) days following Cornell's receipt of the invoice if receiving check payments, or (ii) forty-five (45) days following Cornell's receipt of the invoice if Consultant is enrolled to receive direct deposit payments. If Consultant elects to register for electronic invoicing and direct deposit payments through the Automated Clearing House (ACH), then all payments are due Net 30 days after the receipt of invoice.

6. **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 as well as whether such forms and/or documents are sufficient to reduce or eliminate withholding tax on any payment to the Consultant.

7. **Independent Contractor Status (International).** Consultant is an independent contractor and not an employee, partner, or joint venturer 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 authorized representative of Cornell. Any persons 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 responsible for compliance with all Social Security laws, legally required payroll and personal income and employment taxes, legally required workers compensation insurance, income taxes or contributions, and public liability insurance, including related premiums, if any, which are required by law to be paid for the Services performed in the country, and/or the Consultant's country of tax residence, if different, pursuant to this Agreement. Moreover, Consultant agrees to indemnify Cornell University and hold it harmless from any interest, taxes or penalties assessed against it by any tax authority or governmental agency as a result of Consultant's non-payment of any taxes on amounts paid to Consultant under the terms of this Agreement.

8. **Use of Cornell Data.** Cornell shall retain, as between the parties, exclusive ownership of all data, material, books, records, and information in any format or medium (including provided orally) submitted or made available to Consultant by Cornell or by any other person acting on behalf of Cornell (collectively, "Cornell Data"), unless otherwise publicly available. Subject to terms and conditions contained in Section 11. Intellectual Property, Consultant is granted a limited, non-transferable, non-

sublicensable, nonexclusive license to use such Cornell Data solely for the purpose of performing its obligations under this Agreement. Consultant will provide access to Cornell Data only to those Consultant employees, subcontractors and agents who need to access the data to fulfill Consultant's obligations under this Agreement. **Consultant shall not access or use Cornell Data to create aggregated or de-identified data nor use Cornell Data as training data in generative artificial intelligence systems unless directed by Cornell.** Upon expiration or termination of this Agreement, Consultant will return to Cornell in a readily usable format, remove, or securely delete or destroy, as directed by Cornell, all Cornell Data.

9. Reserved.

10. **Confidentiality.**

10.1 Consultant shall not directly or indirectly disseminate or otherwise disclose, deliver, or make available to any person outside its organization any Confidential Information (as defined below) without Cornell's prior, express, written consent or as otherwise expressly permitted by this Agreement. Consultant shall protect Confidential Information with the same degree of care used to protect its own proprietary or confidential information from unauthorized use or disclosure, which shall not be less than a reasonable degree of care. Consultant shall use Confidential Information solely for purposes of its performance of the Services and shall not use Confidential Information for any other purpose without the prior written consent of Cornell. Consultant may disclose Confidential Information only to persons within its organization who have a need to receive such Confidential Information in order to perform Consultant's obligations under this Agreement and who are bound by confidentiality and non-use obligations with respect to the Confidential Information in a manner that is consistent with the terms of this Section.

10.2 Notwithstanding the foregoing, Consultant's obligations with respect to Confidential Information shall not apply to any information that: (a) is or becomes publicly available in a manner not involving Consultant's violation of this Agreement or any other agreement to which Consultant is a party; (b) was known to Consultant at the time it was disclosed, other than by previous disclosure by or on behalf of Cornell, as evidenced by Consultant's written records at the time of disclosure; (c) is independently developed by Consultant outside the scope of this Agreement without use of or reference to any Confidential Information; or (d) is lawfully and in good faith made available to Consultant by third persons without the breach of any confidentiality obligation of which Consultant is or reasonably should be aware.

10.3 As used in this Agreement, the term "Confidential Information" means all information disclosed by or on behalf of Cornell to Consultant in connection with this Agreement or Consultant's performance of the Services, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, the terms of this Agreement; work performed and deliverables provided by Consultant to Cornell pursuant to this Agreement; Cornell Data; Cornell's scientific, technical, trade or business information; information pertaining to Cornell's information security, physical security, network security, systems security, or staff security; Cornell's business, development, or construction needs, plans, methods, or proposals; and financial information.

10.4 If required by law or by order of a court of competent jurisdiction, then Consultant may disclose Confidential Information to a governmental authority, provided that Consultant shall: (i) make reasonable efforts to give Cornell notice of such requirement prior to disclosure (which must include a copy of any applicable subpoena or order) in order to permit Cornell to obtain, at its own expense, protective treatment of such Confidential Information and (ii) limit the disclosure only to such portion of the Confidential Information that it is required by law or such court order to disclose. If Consultant breaches

its confidentiality obligations, Cornell shall have all rights available to it at law and in equity to enforce the provisions in this Section including, but not limited to, applying to a court of competent jurisdiction for specific performance and/or injunctive relief.

10.5 The obligations of this Section shall expressly survive the expiration or earlier termination of this Agreement.

11. Intellectual Property.

11.1. Ownership.

11.1.1. Cornell shall own all information, deliverables, and other work product developed, created, produced, or otherwise obtained by Consultant pursuant to this Agreement.

11.1.2. 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 interests in such Work shall belong to Cornell. To the extent any such Work does 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 of the Work, 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.

11.1.3. Any patentable invention conceived or reduced to practice in the course of Consultant’s performance under this Agreement shall be the property of Cornell, and Cornell has the right to secure patents, reissues, and extensions of the same in the United States of America or any foreign country. 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.

11.1.4. Consultant agrees to cooperate fully with Cornell in the preparation and execution of all documents necessary or incidental to the assignment in this Section and the protection and preservation of rights herein granted to Cornell. The obligations of this Section shall expressly survive the expiration or earlier termination of this Agreement.

11.1.5. Notwithstanding the foregoing, Consultant owns and shall retain ownership to all of its pre-existing intellectual property, including all rights, title, and interest to inventive intellectual property conceived or acquired by Consultant external to or pre-dating this Agreement consistent with U.S. patent law (“Background IP”). Consultant agrees that Cornell may use Consultant’s Background IP in connection with the Services. Consultant hereby grants to Cornell a perpetual, worldwide, non-exclusive, non-terminable, fully transferable, royalty-free, fully paid up right and license to use any Background IP incorporated into the Services or any deliverable. All Services and deliverables exclusive of Consultant’s Background IP shall be owned by Cornell to the extent such remainder is functionally separable. Nothing in this Agreement shall restrict Cornell from owning any ideas, concepts, know-how, techniques, or experience developed by its personnel while carrying out the Services under this Agreement. This Agreement does not give Consultant any rights, implied or otherwise, information, or intellectual property, except as expressly stated in this Agreement.

11.1.6. If Consultant includes third-party owned assets in the deliverables (“Third-Party Assets”), Consultant shall obtain all licenses for such Third-Party Assets from the rights holder for inclusion in the deliverables. Upon Cornell’s request, Consultant will provide Cornell with the source from which it

obtained such Third-Party Assets and, as an alternative, Cornell may request to negotiate and obtain licenses directly from the source of the Third-Party Assets if deemed necessary by Cornell.

11.2. **Non-infringement Warranty.** Consultant warrants and represents that the Services and all work provided under this Agreement 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 Consultant's provision of the Services and any work under this Agreement.

12. **Termination.**

12.1 Cornell may terminate this Agreement at any time without cause, 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 based on quantum meruit or other similar theory. The obligations imposed by Section 10. Confidentiality and Section 11. Ownership of this Agreement as well as any licenses granted hereunder shall survive termination under his Agreement.

13. **Effect of Termination.** In the event of termination, Consultant is obligated to provide Cornell with copies of any and all Work in progress and complete Work created in the course and scope of this Agreement on or before the date of termination. Except in the event of termination for cause, Consultant shall be entitled to payment for Services performed to the satisfaction of Cornell prior to termination, if any, and explicitly waives any right to additional or other amounts of any kind, including based on quantum meruit or other similar theory.

14. **Indemnification.** Consultant shall release, defend, indemnify, and hold harmless Cornell and its trustees, officers, agents, and employees from all liability, 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, breach of warranty, or infringement of copyright, patent, or other proprietary right. Consultant indemnifies Cornell, and its agents, officers, employees and trustees, and holds each harmless against any fines, damages, assessments, or attorney fees in the event a court or administrative agency shall find that Consultant or anyone or entity engaged through Consultant is an employee of Cornell. Cornell reserves the right to retain whatever funds which would be due to Consultant under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid are settled and satisfactory evidence to that effect furnished. These obligations shall expressly survive the expiration or earlier termination of this Agreement.

15. **Insurance (International).**

15.1. Cornell does not provide any does not provide any accident, medical, liability, property or any other insurance to Consultant. Cornell requires that Consultant submit evidence of adequate insurance prior to commencement of performance of work for Cornell. Satisfaction of the minimum insurance requirements does not necessarily mean that a Consultant's insurance will be acceptable to Cornell's Department of Risk Management and Insurance. Minimum requirements are:

(a) **Commercial general liability insurance:** Subject to limits of not less than \$1,000,000 for each occurrence. Coverage must be provided for bodily injury liability, broad form property damage liability,

contractual liability, and products/completed operations coverage. Completed operations coverage is to be maintained for a minimum period of two years after the completion of the Cornell contract.

(b) Automobile liability insurance: Subject to a combined single limit of at least \$1,000,000 for each accident for bodily injury and property damage. Such automobile liability insurance shall be for the Consultant's owned, non-owned, and hired vehicles.

(c) **Cornell University must be added to the Consultant's commercial general liability insurance policy as an "additional insured," and evidence of such will be provided in all certificates of insurance.** The insurance shall be considered to be primary and non-contributory to other insurance or self-insurance maintained by Cornell University for allegations of negligence for the acts or performance of the Consultant in fulfilling the work order.

(d) Other Requirements:

(i) These minimum requirements of the University shall not limit the liability or responsibility of the Consultant. Cornell's failure to enforce the requirements shall not be considered to be a waiver of the requirement. Any changes to these requirements shall only be made in writing and agreed upon by all parties.

(ii) All Commercial general liability policies should be issued on an "occurrence" basis.

(iii) All certificates of insurance must provide for a minimum of 30 days' notice to Cornell University prior to the cancellation of, non-renewal of, or a change in policy terms and/or conditions.

(iv) A certificate of insurance for all policies required must be issued to Cornell University and received by Cornell Procurement Services prior to any work commencing under any contract subject to these requirements.

15.2 Cyber Risk Insurance. Consultant shall have and maintain insurance in the minimum amount of \$1,000,000 per claim to be maintained for the duration of this Agreement and three years following its termination to respond to privacy and network security liability claims including, but not limited to:

(a) Liability arising from theft, dissemination, and/or use of Cornell University Confidential Information, including, but not limited to, bank, credit card account and personally identifiable information, such as name, address, social security numbers, etc. regardless of how stored or transmitted;

(b) Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or (ii) the inability of an authorized third party to gain access to Consultant systems and/or Cornell University data, including denial of service, unless caused by a mechanical or electrical failure;

(c) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon;

(d) Crisis Management expenses (i.e. notification, public relations, reputation damage, forensics, etc.) for a data breach.

16. Compliance with Applicable Laws (International). Consultant warrants and represents that it will comply with applicable Cornell policies, and all federal, state, and local laws and regulations applicable to the jurisdiction in which Consultant performs the Services under this Agreement.

17. DOJ Rule: 28 CFR Part 202. At all times, the parties shall comply with 28 CFR Part 202, "Preventing Access to Americans' Bulk Sensitive Personal Data and U.S. Government-Related Data by Countries of Concern or Covered Persons."

17.1 No Data Brokerage Agreement. The parties shall not engage in any data brokerage arrangement, i.e. the sale or licensing of data or similar commercial transactions, where the recipient did not collect or

process the data directly from the individuals linked or linkable to the data, as prohibited under 28 CFR Part 202. Further, the parties shall not engage in any data broker arrangement involving access to bulk human 'omic data or to human biospecimens from which such data could be derived. If Consultant knows or suspects that Consultant has gained access to "government-related data" or "bulk U.S. sensitive personal data" (as those terms are defined in 28 CFR Part 202) under this Agreement, Consultant shall immediately inform Cornell's Representative. Failure to comply with this reporting requirement will constitute a material breach of this Agreement and may constitute a violation of 28 CFR Part 202. Upon receipt of such notification, Cornell may immediately terminate this Agreement if Cornell determines, in its sole discretion, that continuing performance of this Agreement would violate applicable law, including without limitation, 28 CFR Part 202.

17.2 **Below Threshold Limits.** Except where the parties agree in writing that this Agreement is exempt under [28 CFR Part 202, Subpart E](#), Cornell shall not provide, give access, transfer, or share with Consultant any "government-related data" (in any amount) nor "bulk U.S. sensitive personal data" over the thresholds stated in 28 CFR Part 202, as defined therein. Bulk U.S. sensitive personal data includes the following kinds of sensitive personal data (or any combination thereof) relating to U.S. persons (even if anonymized, pseudonymized, de-identified, or encrypted) that exceed listed thresholds in any given 12-month rolling period where Cornell is the party sharing access: Covered personal identifiers (more than 100,000 U.S. persons); Precise geolocation data (collected on or maintained on 1,000+ U.S. devices); Biometric identifiers (collected on or maintained on 1,000+ U.S. persons); Human 'omic data (collected on or maintained on 1,000+ U.S. persons, or in the case of human genomic data, 100+ U.S. persons); Personal health data (collected on or maintained on 10,000+ U.S. persons) and Personal financial data (collected on or maintained on 10,000+ U.S. persons), as more specifically described in [28 CFR 202, Subpart B](#). Further, Cornell shall have the right to modify the volume of data transmitted to Consultant under this Agreement if Cornell determines, in its sole discretion, that provision of such data will violate 28 CFR Part 202 or other applicable law.

18. **Nondiscrimination; Equal Employment Opportunity.** Cornell is an equal opportunity employer and federal contractor or subcontractor. Consultant shall abide by Cornell's nondiscrimination policies, as described in Cornell University's Equal Education and Employment Opportunity (EEEE) Statement (<https://hr.cornell.edu/about/workplace-rights/equal-education-and-employment>). If applicable, Consultant and all subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a) and 1.4(b), incorporated by reference. Further, Consultant and all subcontractors shall abide by the requirements of 41 CFR § 60-300.5(a) and 41 CFR § 60-741.5(a), incorporated by reference. These regulations prohibit, respectively, discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. If Consultant is a federal subcontractor for Cornell, upon request Consultant will provide to Cornell a copy of its written polic(ies) or other documentation to comply with Section 503 of the Rehabilitation Act of 1973 (Section 503) and the Vietnam Era Veterans Readjustment Assistance Act (VEVRAA) and implementing federal regulations.

19. **Advertisement.** Consultant may not use the name Cornell or any variation of the Cornell name, including logos and trademarks of any kind, or those of any of Cornell's colleges, divisions, departments, or programs, for advertising or publicity purposes without first obtaining the written consent of Cornell in each instance.

20. **Inspection and Right to Audit.** 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. 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 ten (10) days' notice, an on-site audit of any and all relevant 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 thirty (30) days of receipt, an audit questionnaire provided by Cornell. Consultant shall refund to Cornell any overcharges discovered by Cornell, or by a third party of Cornell's choosing, within thirty (30) days following Consultant's acceptance of Cornell's written notification of audit findings. Consultant may not unreasonably withhold or delay acceptance of audit findings. Consultant shall include this audit provision in any subcontracts that it may issue under this Agreement.

21. **FERPA and HIPAA Compliance.** 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 or amendments Cornell deems necessary to address FERPA and/or HIPAA compliance, including without limitation, a Business Associate Agreement (BAA) in substantially the form provided by Cornell.

22. **Compliance with Personal Data Protection and Privacy Laws.** Consultant will comply in all respects with applicable laws and regulations relating to privacy and the collection, processing, and use of personal data, including those of the United States and any other country to the extent applicable to the processing of personal data under this Agreement (together, the "Privacy Laws"). Consultant agrees to process personal data for which Cornell is the controller (as defined under any applicable Privacy Law) only to the extent necessary to perform its obligations under this Agreement, and to implement and maintain appropriate technical and administrative safeguards (as defined in the applicable Privacy Laws) to prevent the unauthorized access, use or disclosure of such data. Consultant further agrees to allow Cornell staff or representatives to examine such measures upon request, and to take all reasonable steps to ensure the reliability of any Consultant personnel who will have access to personal data. Without prejudice to Consultant's obligations set out above, Consultant will report to Cornell within forty-eight (48) hours any loss, damage, or destruction of any personal data processed under this Agreement for which Cornell is a controller, regardless of whether such personal data constitutes Cornell Data. If required or deemed advisable for compliance with the Privacy Laws, then Cornell and the Consultant agree to execute Cornell's Personal Data Processing Agreement (PDPA) or other required documentation under applicable Privacy Laws. For purposes of this Section, "personal data" means information relating to an identified or identifiable individual, and an "identifiable individual" means one who can be identified, directly or indirectly, by use of any identifier or characteristic specific to that individual.

23. **Export Control Compliance.** Consultant acknowledges that it is subject to U.S. export control laws and regulations (collectively, "Export Control Laws"), which include (without limitation) the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR"), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control ("OFAC Regulations"). Consultant agrees to comply with all Export Control Laws. Consultant shall not disclose any technology or technical data subject to Export Control Laws unless and until a plan for the transfer, use, dissemination, and control of the information has been approved in writing by Cornell's Export Control Office. Furthermore, Consultant represents and warrants that it is not an entity or

individual identified on, or owned by a party identified on, any denied or restricted party list under Export Control Laws.

24. **Force Majeure.** A Party shall be excused from liability for its failure or delay in performance of an obligation under this Agreement to the extent the failure or delay results from causes beyond that party's 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 University based upon the health and safety of its student body, faculty, staff and/or broader community. A party seeking to rely on this provision shall (i) use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event, (ii) use its commercially reasonable efforts to mitigate the effects of such Force Majeure Event, remedy its inability to perform, and resume full performance of its obligations under this Agreement, and (iii) promptly provide notice of failure or delay in performance due to a Force Majeure Event to the other party, including anticipated impact on performance and efforts to mitigate the failure or delay. The party shall provide such notice within ten (10) days prior to the required performance unless the circumstances and/or conditions giving rise to the Force Majeure Event necessitate a shorter notice period.

25. **Notices.** All notices given or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if emailed with confirmation reply of receipt, and addressed to the email address of the intended recipient set forth below or to a physical address as may be specified in writing by the parties.

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

27. **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.

28. **Authority; Binding Agreement.** Each party warrants that: (a) it has all requisite power and the authority to enter into this Agreement; (b) it is not under, and will not enter into, any obligation to any person or entity, contractual or otherwise, that is conflicting or inconsistent in any material respect with the terms of this Agreement or that would impede the diligent and complete fulfillment of its obligations under this Agreement; and (c) entering into this Agreement is not restricted or prohibited by any existing agreement to which it is a party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

29. **Severability.** In the event that any provision of this Agreement is held to be invalid, illegal, or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of this Agreement will remain in full force and effect.

30. **Survival.** The provisions of this Agreement which expressly or by their nature survive expiration or termination of this Agreement will remain in effect after the expiration or termination of this Agreement.

31. **No Third-Party Beneficiary Rights.** This Agreement is not intended and shall not be construed to give any person or entity other than Consultant and Cornell any interests or rights in connection with this Agreement except as otherwise expressly stated.

32. **Assignment.** Consultant may not assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger, operation of law, or any other manner, without the express prior written permission of Cornell. Any purported assignment or delegation in violation of this Section shall be null and void.

33. **Governing Law; Dispute Resolution; Jurisdiction.** This Agreement shall be deemed to have been made in the State of New York, U.S. A. This Agreement will be interpreted under, and be governed by, the laws of the State of New York, U.S.A. without regard to its conflict of laws principles. The parties shall strive to settle amicably, in good faith, and with due diligence any dispute arising from or relating to this Agreement. The parties agree if such attempts to resolve a dispute are unsuccessful, then any claims, suits, actions, or proceedings between the parties arising in whole or in part under or in connection with this Agreement will be brought in the state courts of Tompkins County, New York or the federal district court for the Northern District of New York. Each party irrevocably consents to personal jurisdiction and exclusive venue in such courts and waives any related claim of improper forum.

34. **Entire Agreement.** This Agreement, including all incorporated appendices, exhibits, and attachments, 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. Any terms or conditions on Consultant's quote, invoice, statement of work, or other similar document related to this Agreement, including any online terms or click-through agreements, are expressly rejected and are deemed void. This Agreement may be executed in counterpart signatures each of which when executed and delivered will together constitute one and the same instrument. 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.

(Schedules and Signature Page Follow)

Schedule A

SCOPE OF SERVICES

☐ See attached (check if document attached)

Project Description, Work Scope, and Deliverables:

Schedule B

PROJECT TIMETABLE AND TASK DESCRIPTION



See attached (check if document attached)

Detail and explanation of the agreement between Cornell and

Consultant: Completion Date:

Schedule C

PAYMENT AMOUNT AND SCHEDULE

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See attached (check if document attached)

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):

Schedule D

CONSULTANT'S PERSONNEL

☐

See attached (check if document attached)

List of Consultant's Personnel:

List of Cornell's Representative(s):

In witness whereof the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Company Name:

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

Cornell University Procurement Services:

Signature: _____
Signature Date: _____
Title: Procurement Agent
Email: _____@cornell.edu
Address: 377 Pine Tree Road, Ithaca, NY 14850
Purchase Order #: _____