



Service Provider Contract for Language Translation and Interpretation (including sign language)

Whereas Cornell University (“University” or “Cornell”) desires to contract with _____ (include name and address) (the “Service Provider”), and whereas Cornell will pay good and valuable consideration for this service and the Service Provider is prepared to deliver said service, now hereby be it known that the parties agree to the following terms and conditions:

1. The Service Provider hereby agrees to release, indemnify, and hold harmless the University, and its trustees, officers, agents and employees from any and all liability, damage, claim, loss or expense of any nature (including reasonable attorneys fees) arising out of any negligent act or omission by Service Provider, its agents and employees, or from any breach of a warranty or this Contract.
2. The Service Provider is cognizant of all the inherent dangers and risks involved in the Services, including bodily injury, and agrees to assume such risk related to the services being provided.
3. The Service Provider is an independent contractor and not an employee of the University. The Service Provider is solely responsible for paying all legally required payroll and personal income taxes, legally required Workers Compensation Insurance premiums, and liability insurance premiums (if any). The University does not provide any accident, medical, liability, property or any other insurance to Service Provider. If Service Provider has general liability insurance, it is agreed he/she will name Cornell University as an additional insured.
4. The Service Provider is subject to Cornell University regulations and policies, and all applicable federal, state, and local laws and regulations including, but not limited to, the Americans with Disabilities Act. If Service Provider violates any of these or otherwise engages in behavior on University property that is considered to be detrimental to students or the University, or for any other reason in University’s sole discretion, the University shall have the right to immediately cancel this Contract without prior notice.
5. Any controversies between the parties shall be resolved by the courts of the State of New York having jurisdiction in Tompkins County, New York. This Contract shall be governed by the Laws of the State of New York without regard to conflicts of laws principles.
6. Cornell shall be excused from liability for the failure or delay in performance of an obligation under this Contract 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 University 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 Service Provider 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.
7. Upon completion of the Services, Cornell shall pay Service Provider the amount of \$ _____. Payment shall be made to Service Provider within thirty days of receipt of Service Provider’s invoice. Invoices shall be delivered to the Cornell unit representative. Any amount due to additional mutually agreed upon requirements should be added to the final invoice by the Service Provider for inclusion in the final payment.
8. The terms of this Contract supersede any other agreement or terms, and may not be altered without authorization from University Counsel or Procurement Services. Unauthorized changes will not be binding.



9. The service/statement of work shall consist of the following:
Services Description (per attached Service Provider proposal):

Special Notations:

The Service Provider shall be prepared and ready to deliver precisely at _____AM/PM on _____, 20_____.

10. The parties understand that the terms of this Contract are legally binding and further certify that they are signing this Contract of their own free will after carefully reading the same. This Contract may be executed in counterpart signatures.

11. Tax Withholding for Domestic and Foreign Service Provider. All payments from Cornell to Service Provider under this transaction 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 Contract, the Service Provider is relinquishing all claims against Cornell for any amounts withheld and remitted by Cornell to a tax authority. It is the Service Provider'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 these determinations as well as whether such forms and/or documents are sufficient to reduce or eliminate withholding tax on any payment to the Service Provider.

By: _____
Service Provider Signature Name Printed Clearly Date

By: _____
Cornell University Unit Signature Name Printed Clearly Date

By: _____
Cornell BSC Director/Designee Signature Name Printed Clearly Date

Please attach a signed copy of this form to any requests for payment (i.e., disbursement voucher).