



Purpose of this template: To increase consistency and provide guidelines for departments when working with search firms.

The following information must be collected and inserted into the Professional Services Agreement template:

Required Information	Sections to be Completed
a) The search firm's full name, business address, telephone number, facsimile number and E-mail.	Professional Services Agreement top of page 3 next to <b>CONTRACTOR</b> and Section 10
b) The Cornell University Department's full name, business address, telephone number, facsimile number and E-mail.	Professional Services Agreement top of page 3 next to <b>UNIVERSITY</b> and Section 10
c) Name of the individuals who are the principal contact at the University and the search firm.	Professional Services Agreement Section 10
d) Anticipated commencement date of the search and ending date.	Attachment A, Term of Agreement
e) If different from the principal contact, the name and background of the search firm representatives who will be conducting the search.	Attachment A, Project Staffing
f) Terms of compensation (e.g., amount of fee, whether or not direct expenses are being reimbursed, description of any installment payments, and the amount of any indirect expenses that may be recoverable by the search firm.)	Attachment B* *Select the version of the attachment (either the Retainer Version or Contingency Version) that is most appropriate for the proposed arrangement. The Retainer Version should be used if the contractor will be compensated for the services rendered under the Agreement even if the University fails to hire anyone for the position. The Contingency Version should be used if the contractor will be compensated only after an individual is hired and commences work for the University.
g) Job Description	Attachment C
h) Vendor's Insurance	A copy of the insurance certificate labeling the required insurance coverage as described in Section 8 must be attached to the agreement.



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If you have any questions about this template package or the associated policies or procedures, please contact the Office for Supply Management Services, Glenn Morey at 607-255-7402 or at [gem5@cornell.edu](mailto:gem5@cornell.edu)

If you have any employment related questions about the position being recruited for, please contact the Director of the Recruitment and Employment Center, Allan Bishop at 607-254-8359 or at [adb10@cornell.edu](mailto:adb10@cornell.edu).

Recruitment and Employment Center  
337 Pine Tree Road, Ithaca, New York 14850  
Web site: <http://www.ohr.cornell.edu/>  
Email: [employment\\_svcs@cornell.edu](mailto:employment_svcs@cornell.edu)  
Phone: 607-254-8370



**CONTRACTOR:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**UNIVERSITY:**

Department: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Cornell University (**DEPT NAME**) and CONTRACTOR agrees that CONTRACTOR will perform the professional services set forth in Attachment A upon the following terms and conditions:

**1. TERM**

This Agreement shall be in effect for the Term stated in Attachment A unless it is extended by written agreement of the parties or sooner terminated as set forth in this Agreement.

**2. SCOPE**

CONTRACTOR agrees to perform recruitment and search services as specifically requested by University and as generally described in Attachment A. The Job Description for the position for which Contractor’s services are engaged is set forth in Attachment C. It is specifically understood by both parties that the terms of this Agreement apply only to the specific search described in Attachment A and that no Agreement is being entered into with respect to any specific searches not described in Attachment A.



**3. AFFIRMATIVE ACTION/ EQUAL OPPORTUNITY EMPLOYER (AA/EOE)**

- a) Recruitment and Selection Process for Search Firms. The UNIVERSITY, as an Affirmative Action/Equal Opportunity employer and is bound by Executive Order No. 11246, the Rehabilitation Act Section 503 and Vietnam Era Veterans Readjustment Assistance Act (VEVRA). Therefore, <Contractor> is required to ensure compliance with these regulations and provide detailed information to allow for analysis of the pool of applicants for Affirmative Action and nondiscrimination; monitor whether the process is yielding an adequate pool of qualified minority and female applicants; monitor for disparate treatment or unlawful adverse impact in the selection process.

In addition, the <Contractor> is required to ensure that all selection procedures are in compliance with the Uniform Guidelines on Employee Selection Procedures and related regulations.

As a contractor itself, the UNIVERSITY will not discriminate against any employee or applicant for employment because of age, ancestry, color, disability, gender identity, marital status, national origin, parental status, race, religion, sex, sexual orientation, source of income or veteran status. The UNIVERSITY will take affirmative action to ensure that applicants are employed, and treated during employment without regard to these bases.

- b) Definition of an Applicant. An “applicant” is a candidate who requests to be considered for employment for a specific job opening, submits a resume as directed and expresses interest in a timely manner.

- c) Contractor Process and Information about Professional Services to Provide Staff Positions.

1) Qualifications listed in job advertisements by CONTRACTOR should balance both the need to ensure a diverse applicant pool by stating minimum qualifications required, while targeting the best-qualified applicants by stating additional qualifications which are preferred.

2) CONTRACTOR will identify the stage at which qualifications are used as a screening tool.

3) CONTRACTOR’S outside advertisements must include the AA/EOE tagline such as:

- (a) “Cornell University is an Affirmative Action/Equal Opportunity Employer” or
- (b) “Cornell University is an AA/EOE,” or simply
- (c) “AA/EOE” or “AA/EEO”



- d) Language in advertisements should match the language in the web posting on the Cornell University website. This is especially critical for the required qualifications as we identify our applicants based on these. All advertisements must be approved by UNIVERSITY.
- e) All persons meeting the definition of applicant must be asked to provide voluntary sex, ethnicity and race information.
- f) The UNIVERSITY is an Affirmative Action/Equal Opportunity Employer and encourages outreach to qualified women and minority candidates. The UNIVERSITY will analyze the pool of applicants for Affirmative Action purposes to monitor whether the process is yielding an adequate pool of qualified minority and female applicants; and nondiscrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process.
- g) An applicant may not be offered the position or start in the posted position until the required posting period has been completed and a proper search has been conducted.

#### **4. RECORD RETENTION**

- a) All records of the search process must be kept by the UNIVERSITY for a period of three years, from the last search action. This includes, without limitation, copies of all advertisements, materials received from applicants, reference letters, ranking grids, and notes from any committee deliberation, individual committee member notes, interview notes (including telephone interviews), and applicant references. Copies of these records are to be delivered to the UNIVERSITY within 30 days after termination of this Agreement.

For More Information on this process and these requirements please contact either:

Allan Bishop  
Director  
Recruitment and Employment Center  
337 Pine Tree Road  
Ithaca, New York 14850  
Phone: 607-254-8359  
[adb10@cornell.edu](mailto:adb10@cornell.edu)

Glenn Morey  
Manager of Procurement Services  
Office for Supply Management Services  
395 Pine Tree Road, Ste 330  
Ithaca, New York 14850  
Phone: 607-255-7402  
[gem5@cornell.edu](mailto:gem5@cornell.edu)



b) Failure of CONTRACTOR to employ practices that comply with the requirements set forth in Section 3a) above shall be considered material breaches of this Agreement and shall give UNIVERSITY the right to immediately terminate this Agreement without any further financial obligation to CONTRACTOR. In addition, CONTRACTOR acknowledges that UNIVERSITY will suffer damages, some of which may be difficult to quantify, as a result of any such breach and agrees to reimburse UNIVERSITY for any such damages. These damages would include but not be limited to consultant's fees for preparing a response to the Office of Federal Contract Compliance Programs or the U.S. Equal Employment Opportunity Commission.

c) This section of this Agreement shall survive the termination of this Agreement. Thus if UNIVERSITY hires someone recruited by CONTRACTOR and subsequently learns that CONTRACTOR'S process was non-compliant, UNIVERSITY shall still have recourse under this Agreement to recover any and all damages incurred.

d) When CONTRACTOR recommends a slate of applicants for interview or an applicant for hiring they must simultaneously present UNIVERSITY with a description of the CONTRACTOR's search process, affirmative efforts to recruit women and minorities, report indicating the applicant pool demographics and a copy of any advertisements used.

#### **5. INDEPENDENT CONTRACTOR**

In the performance of the work hereunder, CONTRACTOR shall be an independent consultant and not an employee of UNIVERSITY. CONTRACTOR is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of UNIVERSITY unless expressly authorized in writing by an officer of UNIVERSITY. UNIVERSITY will not pay or withhold federal, state, or local income tax or other payroll tax of any kind on behalf of CONTRACTOR or his employees. CONTRACTOR is not eligible for, not entitled to, and shall not participate in any of UNIVERSITY's pension, health, or other benefit plans.

CONTRACTOR 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. CONTRACTOR indemnifies UNIVERSITY and holds it harmless against any fines, damages, assessments, or attorney fees in the event a court or administrative agency shall find that CONTRACTOR is an employee of UNIVERSITY.

#### **6. LABOR**

The CONTRACTOR agrees it is solely responsible for providing the labor to achieve the specified requirements of Attachment A. The CONTRACTOR agrees that the UNIVERSITY shall not provide training for the CONTRACTOR to perform services specified in Attachment A. The CONTRACTOR agrees to be available to the UNIVERSITY on an as needed basis, and that the hours of labor are not ordinarily established by the UNIVERSITY.



The CONTRACTOR understands it is free to work for any number of other persons or firms simultaneously.

**7. FEES AND EXPENSES**

For all services rendered by CONTRACTOR under this Agreement, CONTRACTOR shall be paid in accordance with Attachment B. Unless otherwise specifically set forth in Attachment B, such payments shall be made Net 30 days after receipt of invoice and the placement's first day of work for the UNIVERSITY. CONTRACTOR's relationship shall be that of an independent contractor and UNIVERSITY shall not withhold taxes or Social Security payments from any sum paid to CONTRACTOR under this Agreement.

**8. INSURANCE**

CONTRACTOR shall maintain during the term of this Agreement, at CONTRACTOR's sole expense, such insurance as stated in Exhibit 1. CONTRACTOR shall provide prior to start of operation under this Agreement evidence of the level of insurance indicated in Exhibit 1 by CONTRACTOR Certificate of Insurance with original endorsement of the UNIVERSITY as Additional Insured, to the extent of the indemnity, and UNIVERSITY coverage as primary insured.

Insurance is to be placed with insurers that are acceptable to the UNIVERSITY. The certificates and endorsement of each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The UNIVERSITY reserves the right to require certified copies of all insurance policies, at any time, during the term of this Agreement and surviving this Agreement as may be required relevant to events covered by this Agreement.

**9. NOTICES**

All notices and demands required hereunder shall be deemed given upon personal delivery or next business day following sending by reputable overnight delivery carrier or three (3) business days following sending by United States Registered or Certified Mail, postage prepaid, addressed to CONTRACTOR and UNIVERSITY at the addresses stated below.

**10. CONTACT NOTICES**

For contract management purposes of this Agreement the persons to be contacted to provide operations decisions on a daily basis on behalf of the parties are as follows:

**if to the UNIVERSITY:**

**if to the CONTRACTOR:**

**11. WAIVER**

The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.



12. SEVERABILITY

If a court of competent jurisdiction determines that any provision of this Agreement (including the Attachments attached hereto) is invalid or unenforceable, then such provision shall be interpreted to provide the maximum benefit permissible by law to the person entitled to the benefit thereof, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

13. HEADINGS

The headings used in this Agreement are for convenience only and are not intended to be considered in construing its terms. The use in this agreement of the terms “include”, “includes”, “including”, and “such as” shall be deemed in all cases to be followed by the words “without limitation”.

14. JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

15. ENTIRE AGREEMENT

This Agreement, the terms and conditions of the Attachments and Exhibits hereto and amendments mutually agreed upon in writing are the complete and entire agreement regarding these transactions, and replace any prior oral or written communications between UNIVERSITY and CONTRACTOR. CONTRACTOR hereby warrants and represents that it is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation or order which is violated by its execution and delivery of this Agreement and performance of its obligations under this Agreement.

16. GUARANTEE

Any placements made by CONTRACTOR for UNIVERSITY shall be guaranteed for a period of no less than 90 days. If any placement should resign (voluntarily or for cause) or be terminated for cause, within the time period set forth above, then CONTRACTOR shall refund to UNIVERSITY within 30 days time any and all monies paid by UNIVERSITY for CONTRACTOR’S services related to said placement.

17. NON-SOLICITATION

CONTRACTOR shall not solicit or recruit the manager of or direct reports to the position being placed for a period of two years following the date that individual commences their employment with the UNIVERSITY. CONTRACTOR also agrees to restrict solicitation on the individual placed to the term of employment with the UNIVERSITY plus two years.



18. PROJECT STAFFING AND PROCESS

CONTRACTOR has provided UNIVERSITY with the names and backgrounds of the individuals who will be staffing this project along with their positions in this project and their contact information within Attachment A. must review in advance with UNIVERSITY the process that they propose to use for the search. This process must include the completion of a Reference and Information Verification process in keeping with University policy. In addition, the CONTRACTOR is expected to share relevant information with the hiring authority regarding the selected applicant to aid in the transition of the individual.

19. ADVERTISING

Any and all language, and/or logo(s), that CONTRACTOR intends to use in advertising for the search that is the subject of this Agreement must be submitted to UNIVERSITY prior to its placement or use and may only be used with UNIVERSITY's written consent.

20. VENDOR CERTIFICATION PACKAGE

A vendor certification package including a vendor certification form, a vendor questionnaire, a debarment certificate, and a W-9 form must be completed by CONTRACTOR and returned to UNIVERSITY.

21. GENERAL

- a) Acknowledgments. Acceptance of this Agreement must be in accordance with and strictly limited to the terms and conditions contained herein. Any attempted acknowledgment or acceptance which contains provisions conflicting or additional to the terms and conditions of this Agreement or which varies any term or condition shall have no force or effect. Performance by the CONTRACTOR without an effective acknowledgment shall be deemed to be performance in accordance with the terms and conditions of this Agreement.
- b) Invoices. Render a separate invoice for each Agreement. All items on invoice must conform to fee items listed in Attachment B of this Agreement. Invoice must show UNIVERSITY's Agreement Number or Purchase Order Number. If the name of CONTRACTOR on the invoice will be other than that shown on the face of this Agreement, both names must be indicated on the invoice. Failure to do this can result in delayed payment. Mail invoice (s) and statements to the UNIVERSITY address set forth at the top of page 1 of this Agreement unless otherwise instructed in writing.
- c) Interest Charged on Invoices. Interest charges referenced on an invoice will not be accepted by the UNIVERSITY.
- d) Termination. This Agreement can be terminated for convenience before expiration by UNIVERSITY given that written notice is provided to the CONTRACTOR at least thirty (30) days prior to the termination date. The amount, if any, which will be owed by UNIVERSITY to CONTRACTOR (or CONTRACTOR to UNIVERSITY) upon Termination is set forth in Attachment B. To the extent that Attachment B does not specifically set forth any financial liability of University upon Termination, the



University shall not have any such obligation.

- e) Indemnification. CONTRACTOR hereby undertakes and agrees to forever indemnify and hold harmless Cornell University and its Board of Trustees, individually and collectively, its subsidiaries and officers, agents, servants and employees of Cornell University, from any and all such losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action brought against them, or any of them, based on any alleged injury (including death) or damage (including loss of use) arising out of performance of the work under this Agreement and shall pay all damages, judgments, costs, and expenses including attorney's fees in connection with said damages and claims resulting therefrom.
- f) Confidentiality. So long as this Agreement remains in effect, CONTRACTOR may have access to and become acquainted with various trade secrets, consisting of management, financial, and operational materials, and methods and processes, and compilations of information, and records and specifications of UNIVERSITY, which are owned by UNIVERSITY and which are regularly used in the operation of UNIVERSITY's business. CONTRACTOR acknowledges such information is secret and confidential and that UNIVERSITY disclosed the same to CONTRACTOR. CONTRACTOR shall not disclose any such secrets, directly or indirectly, or use them in any other way either during the term of this Agreement or at any time thereafter, except as required in the course of its performance in accordance with this Agreement. All files, records, documents, drawings, specifications, equipment, and similar items relating to business at UNIVERSITY, whether prepared by CONTRACTOR or those acting on behalf of CONTRACTOR, shall remain the property of UNIVERSITY and shall be treated in a confidential manner by CONTRACTOR so as to safeguard its proprietary nature.
- g) Delays. Time is of the essence in the performance of CONTRACTOR's services hereunder. However, delays in deliverables beyond the time specified in this Agreement due to causes beyond the control and without the fault or negligence of CONTRACTOR may be excused by the UNIVERSITY if CONTRACTOR notifies the UNIVERSITY in writing of the cause of such delay within a reasonable time from the beginning thereof. When such excuse is given, the UNIVERSITY, by written notice to the CONTRACTOR, will extend the time for performance by such period of time as the UNIVERSITY determines to be commensurate within the period of delay.
- h) Changes. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Agreement, an equitable adjustment shall be made in the Agreement price or deliverables schedule, or both, and the Agreement shall be modified in writing accordingly. Any claim made by the CONTRACTOR for adjustment under this article must be asserted within thirty (30) days from the date of receipt by the CONTRACTOR of the notification of changes, provided, however, that the UNIVERSITY, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. However, nothing in this article, shall excuse the CONTRACTOR from proceeding with the Agreement as changed. Except as otherwise provided herein no payment for



extra work shall be made unless such extras and the price thereof have been authorized in writing by the UNIVERSITY.

- i) Examination of Records. The CONTRACTOR agrees that the UNIVERSITY, or any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the CONTRACTOR, involving transactions related to this Agreement.
- j) Assignment. The UNIVERSITY may at any time assign this Agreement or any of its rights hereunder. Neither this Agreement nor any payments, claims, or interests there under are assignable or transferable by CONTRACTOR without UNIVERSITY'S written approval.
- k) Equal Opportunity. During the performance of this Agreement, the CONTRACTOR agrees to as follows:
  - 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity article.
  - 2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- l) Force Majeure. This agreement is subject to cancellation or change on written notice to the CONTRACTOR in the event of causes beyond UNIVERSITY'S reasonable control, including without limitation acts of God or war, fires, earthquakes, floods, strikes, labor troubles, riots, curtailment or operations due to governmental orders or rulings, and the like.
- m) Non-Infringement. CONTRACTOR warrants and represents that services provided hereunder will not infringe, individually or collectively, any patent, trade secret, or other proprietary right of any third party; and CONTRACTOR has no reason to believe that any patent, copyright, trade secret, or other propriety right of any third party may be infringed.
- n) Compliance with Applicable Laws. CONTRACTOR warrants and represents that it will comply with all federal, state, and local laws applicable to performance of the work the Agreement.



- o) Authority. The parties warrant that they have 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.
- p) Cornell name and Logo. CONTRACTOR shall not use Cornell's name or logos or any variation thereof for advertising or publicity purposes without obtaining Cornell's prior written consent.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have executed this Agreement in two counterparts, each of which shall be deemed an original and do hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized to execute this Agreement.

AGREED TO:

CONTRACTOR:

Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
Email Address \_\_\_\_\_

CORNELL UNIVERSITY:

Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
Email Address \_\_\_\_\_

**Note:** The authorizing party must retain a copy of this contract. In addition, please forward a completed and signed, by both Contractor and University representatives, copy of this agreement and all relevant attachments to:

Allan Bishop  
Director  
Recruitment and Employment Center  
337 Pine Tree Road  
Ithaca, NY 14850  
Phone: 607-254-8359  
Fax: 607-254-8305  
[adb10@cornell.edu](mailto:adb10@cornell.edu)



**Attachment A**  
**Description of Professional Services**

**Term of Agreement:**

The term of this Agreement shall be effective for a period of *(Insert Duration)* commencing as of \_\_\_\_\_, 20\_\_ and ending as of \_\_\_\_\_, 20\_\_.

**Scope of Work by Contractor:**

**Project Staffing:**



**Attachment B  
Fees and Expenses  
Retainer Version**

The professional fees for this search shall be \$\_\_\_\_\_. This fee shall be invoiced in \_\_\_\_\_ increments according to the schedule set forth below:

CONTRACTOR \_\_\_ will be \_\_\_ will not be [*please select one*] separately reimbursed for reasonable direct expenses actually incurred. Direct expenses are defined to include costs associated with the interviewing and selection process and with visits to the UNIVERSITY. CONTRACTOR will use coach class travel and stay in Cornell University preferred hotels whenever and wherever possible. CONTRACTOR shall consult with UNIVERSITY, UNIVERSITY'S Travel Office, and UNIVERSITY'S preferred advertising agency to insure that if the UNIVERSITY has access to rates for goods or services less than those otherwise available to CONTRACTOR that CONTRACTOR shall make use of such rates.

CONTRACTOR \_\_\_ will be \_\_\_ will not be [*please select one*] separately reimbursed for reasonable indirect expenses. Indirect expenses are defined to include costs that are attributable to CONTRACTOR's client project as incremental costs but are not possible to attribute to each individual project.

CONTRACTOR must submit itemized invoices, including any and all appropriate documentation, including expense reports and receipts, in order to be eligible for the reimbursement of any direct expenses. All expenses will be billed at the actual costs incurred.

Indirect expenses for this search are \_\_\_% of the fee or \$\_\_\_\_\_, invoiced in increments timed to match the professional fee billing increments set forth above.

CONTRACTOR must present UNIVERSITY with invoices for any and all requested fee payments and expense reimbursements. These invoices shall be paid Net 30 after receipt of invoice. No finance charges shall apply to these invoices.

Payments are not contingent on the hiring of one of CONTRACTOR'S placements.



**Attachment B  
Fees and Expenses  
Contingency Version**

The professional fees for this search shall be \$\_\_\_\_\_ or \_\_\_% of the placements starting salary. The starting salary used to calculate the professional fees shall be defined to include:

This fee shall be payable only if and when a placement provided by CONTRACTOR and accepted by UNIVERSITY actually starts working for the UNIVERSITY in the searched for position.

CONTRACTOR \_\_\_ will be \_\_\_ will not be [*please select one*] separately reimbursed for reasonable direct expenses actually incurred. Direct expenses are defined to include costs associated with the interviewing and selection process and with visits to the UNIVERSITY. CONTRACTOR will use coach class travel and stay in Cornell University preferred hotels whenever and wherever possible. CONTRACTOR shall consult with UNIVERSITY, UNIVERSITY'S Travel Office, and UNIVERSITY'S preferred advertising agency to insure that if the UNIVERSITY has access to rates for goods or services less than those otherwise available to CONTRACTOR that CONTRACTOR shall make use of such rates.

CONTRACTOR must submit itemized invoices, including any and all appropriate documentation, including expense reports and receipts, in order to be eligible for the reimbursement of any direct expenses. All expenses will be billed at the actual costs incurred.

CONTRACTOR must present UNIVERSITY with invoices for any and all requested fee payments and expense reimbursements. These invoices shall be paid Net 30 after receipt of invoice. No finance charges shall apply to these invoices.



**Attachment C  
Cornell University  
Job Description**

Requisition Number:

Working Title:

University Title:

College/Unit:

Department:

Reports to:

General Summary:

Principal Duties and Responsibilities:

Education and Experience Required:

Education and Experience Preferred:

The above statements are intended to describe the general nature and level of the work being performed by people assigned to this job. They are not an exhaustive list of all duties and responsibilities associated with it.



**EXHIBIT 1  
CORNELL UNIVERSITY  
VENDOR INSURANCE REQUIREMENTS**

**Policy:** Cornell requires vendors to submit evidence of adequate insurance coverage prior to the performance of work or services on campus. The Office for Supply Management Services must be advised of any proposed contract/agreement for work or services to insure that all University requirements are met. The normal, minimum insurance coverage levels are listed below:

1. **Statutory Workman's Compensation Insurance** under the laws of the State of New York and any other laws may be applicable thereto. Coverage "B", Employees Liability, must have limits of at least \$100,000.
2. **Comprehensive General Liability Insurance** subject to limits of \$1,000,000 each occurrence.
3. **Automobile Liability Insurance** subject to limits of not less than \$100,000 each occurrence for Bodily Injury and \$100,000 each occurrence for Property Damage.

Vendor must indemnify Cornell University as stated in Section "21e" of the Agreement.

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

**Cornell University must be added to the contractor's Comprehensive General Liability Insurance policy as an Additional Named Insured and evidence of such will be provided in all Certificates of Insurance.**

**Procedure:** Supply Management Services will request Certificates of Insurance from appropriate vendors and keep them on file in Supply Management Services. Departments are urged to contact Supply Management Services to determine if a desired vendor has adequate insurance coverage. Any requisitions to vendors for work that requires insurance coverage will be screened against this file, and will not be processed if evidence of adequate insurance is not on file.

Any exceptions to this policy must be approved by the Director of Supply Management Services.