**Cornell University - Professional Services Agreement**

Cornell University and CONTRACTOR agree that CONTRACTOR will perform the professional services set forth in Attachment B and comply with the following terms and conditions:

1. AFFIRMATIVE ACTION/ EQUAL OPPORTUNITY EMPLOYER (AA/EOE)
2. The UNIVERSITY, is an Affirmative Action/Equal Opportunity employer and is bound by Executive Order No. 11246, the Rehabilitation Act Section 503 and the Vietnam Era Veterans Readjustment Assistance Act (VEVRAA). Therefore, CONTRACTOR is required to ensure compliance with these laws and regulations.

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.

1. Pool Analysis - CONTRACTOR must conduct an analysis of the pool of applicants for Affirmative Action and nondiscrimination; monitor whether the process is yielding a diverse pool of qualified applicants including those that identify as a racial minority, female, protected veteran or individual with a disability; and monitor for disparate treatment or unlawful adverse impact in the selection process. Where indicated, CONTRACTOR must conduct targeted outreach in accordance with University policy and affirmative action regulations to ensure appropriate representation in the applicant pool. This analysis must be made available to the University upon request.
2. Definition of an Applicant. An “applicant” is an individual who requests to be considered for employment for a specific job opening, expresses interest and submits material as directed in a timely manner.

All persons meeting the definition of applicant must be asked to provide voluntary sex, ethnicity and race, veteran status and disability information in the format required by the Federal Regulations. Therefore, CONTRACTOR **must invite, in a written communication, applicants to visit** <https://apps.hr.cornell.edu/jobs/applicant/> **to provide their sex, ethnicity and race, veteran status, and disability information. CONTRACTOR must explain that providing this information is voluntary and that the information will be kept confidential and used only for purposes of affirmative action compliance. See Attachment A for sample language.**

1. ADVERTISING - Any advertising that CONTRACTOR intends to use for the search must include the AA/EEO tagline as noted below and must be approved by the University.

*Diversity and Inclusion are a part of Cornell University’s heritage. We are a recognized employer and educator valuing AA/EEO, Protected Veterans, and Individuals with Disabilities.*

1. RECORD RETENTION
	1. All records of the search process must be kept by the CONTRACTOR 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. CONTRACTOR will provide University with access to these records in the event of litigation, audit or other legal challenge to the search process.
	2. CONTRACTOR acknowledges that UNIVERSITY will suffer damages as a result of any breaches of this requirement 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.
2. INDEPENDENT CONTRACTOR - 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.
3. JURISDICTION - This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to New York's conflicts of laws principles.
4. VENDOR INFORMATION FORM
	1. A new vendor must complete the online Vendor Information form to be registered as a Cornell vendor. When a P.O. is requested, Procurement Services will send an email to the vendor with a link to the online registration form.
5. INVOICES - A separate invoice is required for each Agreement. All items on invoice must conform to fee items listed in the attachments of this Agreement. Invoice must show UNIVERSITY’s Purchase Order Number. The name of CONTRACTOR on the invoice must match the name on this agreement and the name on purchase order. Failure to do this can result in delayed payment. Mail invoice(s) to Cornell University, Accounts Payable, P.O. Box 4040, Ithaca, NY 14852-4040 or email to DFA-4040\_invoice@cornell.edu
6. TERMINATION - If UNIVERSITY chooses to terminate or discontinue the relationship with CONTRACTOR at any time, UNIVERSITY obligation to CONTRACTOR would be limited to all fees invoiced and all reimbursable expenses incurred through the date of termination.
7. 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 or damage 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.
8. CONFIDENTIALITY - In the course of performing work under this Agreement CONTRACTOR may have access to confidential information of UNIVERSITY. CONTRACTOR acknowledges such information is secret and confidential and shall not disclose any such confidential information, directly or indirectly, or use it in any 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.
9. ASSIGNMENT - This Agreement is not assignable or transferrable by CONTRACTOR without UNIVERSITY written approval.
10. 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 under the Agreement.
11. 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.
12. INSURANCE - Contractor will carry insurance as provided herein. Cornell requires that Contractors 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 Contractor's insurance will be acceptable to Cornell's Office of Risk Management and Insurance. A certificate of insurance for all policies required must be issued to Cornell University as the Certificate Holder and received by Procurement Services prior to any work commencing under any contract subject to these requirements. All certificates of insurance must provide for a minimum of 30 days notice to Cornell prior to the cancellation of, non-renewal of, or a change in policy terms and/or conditions. Contractor shall ensure that new certificates of insurance will be automatically sent upon expiration of any coverage period.

 All Commercial general liability policies should be issued on an “occurrence” basis.

 Minimum requirements are:

 **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 $100,000.

 *This coverage is required for all vendors 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.*

**Commercial general liability insurance**: Subject to limits of not less than $1,000,000 for 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 two years after the completion of the Agreement.

Cornell University must be added to the Contractor’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 Contractor in fulfilling the services hereunder. These minimum requirements of the University shall not limit the liability or responsibility of the Contractor. 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.

**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 Contractor’s owned, non-owned, and hired vehicles.

**Professional Liability** insurance ("errors and omissions") with a minimum of $2,000,000 per claim.

[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: CORNELL UNIVERSITY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed Name) (Printed Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title) (Title)

 (Date) (Date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address) (Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(City, State, Zip Code) (City, State, Zip Code)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Telephone Number) (Telephone Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Fax Number) (Fax Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(E-mail Address) (E-mail Address)

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

Allan Bishop

Associate Vice President of Human Resources

Division of Human Resources

337 Pine Tree Road

Ithaca, NY 14850

Phone: 607-254-8359

Fax: 607-254-8305

adb10@cornell.edu

#### Attachment A

##### Sample Self Identification Message

Thank you for expressing interest in the position of **{Enter Position Title} (**Requisition **# {ENTER NUMBER})** with Cornell University's department/college of **{Enter Hiring Department/College}.**Federal Affirmative Action regulations require Cornell University to request race, gender, veteran, and disability status information about each applicant. This information will be maintained confidentially by Cornell's Department of Inclusion and Workforce Diversity, the university office designated to ensure compliance with Affirmative Action and Equal Opportunity regulations. The information noted above will not be available to or used by the college/unit to which you applied and will not become part of your application materials. The information is used solely for compliance with Federal Affirmative Action regulations. To provide the requested information, please go to [www.hr.cornell.edu/jobs/applicant/](http://www.hr.cornell.edu/jobs/applicant/) and submit the requested information in the appropriate fields.

Provision of this information is optional.

#### Attachment B

##### Statement of Work

##### (to follow)