**WORKSHOP LEADER SERVICES AGREEMENT**

This Workshop Leader Services Agreement (this “Agreement”) is entered into by and between TEACHERS COLLEGE, COLUMBIA UNIVERSITY, a not-for-profit corporation of the State of New York, having offices at 525 West 120th Street, New York, New York 10027 (the “College”) on behalf of its \_\_\_\_\_\_\_ Department and \_\_\_\_\_\_\_\_\_\_ an individual with an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Workshop Leader”), cumulatively or individually referred to as the Party or Parties.

The College and Workshop Leader hereby agree as follows:

1. Scope of Work:Workshop Leader hereby agrees to teach \_\_\_\_\_\_\_\_\_\_ (the “Scope of Work”):
	1. Course / Program Name: \_\_\_\_\_\_\_\_\_
	2. Other courses: TBD
	3. Course Location: Teachers College, Columbia University
	4. Materials Contributed by Workshop Leader: N/A
	5. Miscellaneous Items: N/A
2. Period of Performance:The course shall be co-taught during the period from \_\_\_\_\_\_ and continue through \_\_\_\_\_\_\_\_\_**.** The College shall be able to change the period of performance due to insufficient re-enrollment or other extenuating circumstances as determined by the College.
3. Consideration: The College shall compensate the Workshop Leader at the rate of \_\_\_\_\_\_\_\_\_\_\_ **per session per course**. The College shall not be obligated to reimburse Workshop Leader for any expenses or costs unless pre-approved in writing by the College.
4. Notice: Notices required under this Agreement must be in writing and delivered in person, or by nationally recognized overnight courier services (e.g. FedEx), or by certified mail with return receipt request, or by facsimile with confirmation, to:

To Workshop Leader: To College:

 Teachers College, Columbia University

 525 West 120th Street

 New York, NY 10027

 (212) 678-3218

The Parties execute this Agreement by their duly authorized representatives as of \_\_\_\_\_ \_\_\_, 201\_\_.

TEACHERS COLLEGE, WORKSHOP LEADER

COLUMBIA UNIVERSITY

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: Name:

 Title:

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

*[Additional terms and conditions following.]*

ADDITIONAL TERMS AND CONDITIONS:

1. Independent Contractor: In the performance of the Scope of Work, Workshop Leader shall be an independent contractor and not an employee of the College. Workshop Leader is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the College unless expressly authorized in writing by an officer of the College. The College will not pay or withhold federal, state, or local income tax or other payroll tax of any kind on behalf of Workshop Leader or his or her employees. Workshop Leader is not eligible for, not entitled to, and shall not participate in any of the College's pension, health, or any other benefit plans. Workshop Leader 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. Workshop Leader shall defend, indemnify, and hold harmless the College, its affiliates, trustees, officers, agents, and employees, against any fines, damages, assessments, or attorney fees and expenses in the event a court or administrative agency shall find that Workshop Leader is an employee of the College. The College hereby contracts with the Workshop Leader for the performance of a service and/or the delivery of a product as detailed in the Scope of Work. The Workshop Leader, and not the College, shall be solely responsible for and exercise control over the manner and means by which such service is performed. Workshop Leader affirms that he/she has accurately completed the College’s Independent Contractor Questionnaire (“ICQ”), that all responses to the ICQ are complete and accurate, and that he/she meets the requirements for being an Independent Contractor under all applicable laws.
2. Conflict of Interest: Workshop Leader shall give full disclosure of the background surrounding any known or potential conflict of interest now or hereafter arising. Such full disclosure shall be made in writing to the College’s Office of the General Counsel prior to making the commitment or initiating the activity which poses a possible conflict of interest. For purposes of this paragraph, the term “conflict of interest” shall mean and refer to any situation or circumstance in which an individual or any of his/her family or associates either, (a) has an existing or potential financial or other material interest that impairs or might appear to impair the individual's independence or objectivity of judgment in the discharge of responsibilities to the College, (b) receives a financial or other material benefit from knowledge of information confidential to the College or, (c) has the opportunity to influence business decisions internal or external to the College in a way that could lead to personal or other gain or advantage.
3. Confidentiality: Workshop Leader acknowledges that as an independent contractor for the College, he or she may receive during the course of performing the Scope of Work, or be exposed to certain confidential and proprietary information about the College, its students and/or programs (collectively, the “Confidential or Proprietary Information”). Workshop Leader shall hold confidential and shall not, disclose, publish, or use for the benefit of itself or any third party, any Confidential or Proprietary Information. As used in herein, the term “Confidential or Proprietary Information” shall mean and refer to any and all information disclosed to, or otherwise acquired or observed by Workshop Leader or his/her employees or agents, if any, concerning the College or its officers, directors, trustees alumni or students or its programs including all but not limited any marketing plans, business models or plans, research study data or conclusions, work processes, data, academic or personal information, forms, results, methods, processes, compensation, trade secrets, know-how, customer lists, details of contracts, and pricing policies. This restriction shall not apply if the Confidential or Proprietary Information: (a) was known by Workshop Leader prior to receipt from the College; (b) which is generally available to the public; (c) which is lawfully acquired from third parties who have a right to disclose such information.
4. Use of Course Materials: Workshop Leader shall be permitted to use certain course materials in connection with the performance of the Scope of Work (the “Course Materials”). The Workshop Leader and the College understand and acknowledge that Course Materials are a compilation of contributions from various authors. Workshop Leader shall not use, reproduce or distribute the Course Materials, or any portion thereof, without first obtaining, in each instance, the prior written approval of either (a) the College, and (b), with respect to the use of a portion of the Course Materials, the author and/or intellectual property owner of the works incorporated in the Course Materials.
5. Use of Name: Workshop Leader shall not make use of the name, logo, symbol, image of either the College for publicity or advertising purposes without prior written approval from the College in each instance.
6. Compliance with Applicable Law: Workshop Leader shall comply with all applicable federal, state, municipal and local laws as well as all rules, executive or other orders, requirements and regulations required for performing the Scope of Work. During any visit by Workshop Leader to College facilities, Workshop Leader shall obey and conduct him/herself in accordance with all College policies, rules and procedures as are in effect during the course of Workshop Leader’s performance of his/her obligations under this Agreement. Workshop Leader shall follow and obey all applicable laws regarding privacy of information including, but not limited to, FERPA.
7. Termination: The obligations and liabilities of the College and Workshop Leader under this Agreement may be terminated as follows: (a) the College may terminate this Agreement immediately in the event that the Workshop Leader materially breaches or does not perform his/her obligations contained herein; or (b) the College may terminate this Agreement without cause upon fourteen (14) days written notice to Workshop Leader, unless the parties mutually agree to a shorter notice period.
8. Effect of Termination: Upon the expiration of this Agreement, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except (1) that any termination of this Agreement shall not relieve Workshop Leader of Workshop Leader’s obligations under Sections 5, 6, 7, 8, 10, 11, 15, and 16 of this Agreement, nor shall any such termination relieve Workshop Leader or the College from any liability arising from any breach of this Agreement; and (2) Workshop Leader will be reimbursed for all approved costs incurred prior to notice of termination in accordance with the terms and conditions of this Agreement. Workshop Leader agrees that in the event of such termination, Workshop Leader will cooperate with the College in completing and signing the College’s termination statement for Workshop Leaders.
9. Assignment: Workshop Leader may not assign, delegate or subcontract the Services to be performed under this Agreement, either in whole or in part, without the prior written consent of the College, which the College may grant or withhold in its discretion.
10. Force Majeure: Neither Party will be liable for any delay or failure to perform its obligation under this Agreement if prevented from doing so by acts of God, acts of war, or acts of civil disturbance, or terrorism, governmental restraints, utility or communications failures, or any other causes that the affected party could not, with reasonable care, control or prevent. If such an event occurs, the affected Party will use its best efforts to resume its obligations under this Agreement. If the delay or failure continues for longer than thirty (30) days, the unaffected Party may terminate this Agreement upon not less than five (5) days written notice to the affected Party.
11. Choice of Law/Jurisdiction: This Agreement will be governed and interpreted in accordance with the laws of the State of New York without regard to conflict of law principles. The location and jurisdiction for the resolution of any disputes arising under this Agreement will be in the State or Federal court located in the County, City and State of New York.
12. Indemnification and Limitation on Liability:

 a) Workshop Leader agrees to defend, indemnify and hold harmless the College and its affiliates, trustees, officers, agents and employees from any liability or loss arising from Workshop Leader’s intentional or negligent acts or omissions.