



Office of Technology Development

ILLINOIS INSTITUTE OF TECHNOLOGY

Tech Transfer | Corporate Relations | Tech Park

INDEPENDENT CONTRACTOR AGREEMENT

For a Position as

Global Entrepreneur in Residence at IIT

THIS AGREEMENT is made and entered into as of this ___ day of _____, 201_ (the “Effective Date”) by and between **ILLINOIS INSTITUTE OF TECHNOLOGY** (“IIT”), an Illinois not-for-profit corporation, having its principal offices at 10 West 35th Street, Chicago, Illinois 60616, and _____ (“Global Entrepreneur in Residence (GEIR)”), a(n) _____, [having an office/residing] at _____. IIT and GEIR may be referred to herein individually a “Party” and collectively the “Parties”.

Recitals

WHEREAS, IIT owns and operates the University Technology Park at IIT, which is located at 55 West 34th Street, Chicago, Illinois and 10 West 35th Street, 10th Floor, Chicago, IL 60616 (the “UTP”); and

WHEREAS, the UTP has locations in two building for start-up and emerging companies, and IIT leases space in the UTP to such companies (collectively, the “Tenants” and each a “Tenant”) and also provides access to UTP common spaces pursuant to the Affiliate Member Program (collectively, “Affiliate Members”); and

WHEREAS, the GEIR is an alumni of IIT and has expertise, knowledge and experience in the following area(s): _____ (the “Area of Expertise”); and

WHEREAS, the GEIR is an employee of _____ company; and

WHEREAS, IIT has chosen to participate in the GEIR national program to help retain talented international alumni corporate founders and essential personnel in the USA through the H-1B visa pathway; and

WHEREAS, IIT desires to facilitate the opportunity for direct contact between interested Tenants and professionals in various aspects of technology commercialization and new entity formation, all as set forth herein (the “Program”); and

WHEREAS, pursuant to the Program, it is intended that such professionals will be assigned non-exclusive space on mutually agreed dates and times in the UTP so that such professionals may hold office hours for private consultations and perform other office-related work; and

WHEREAS, the GEIR possesses the interest, experience, skill and expertise to provide such services and is an alumni of IIT; and

WHEREAS, the GEIR is not a citizen of the USA and is the founder or an essential employee of an bona fide company that has an address in the USA; and

WHEREAS, in furtherance of the foregoing, IIT intends to so engage GEIR, and GEIR intends to be so engaged.

Provisions

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, IIT and the GEIR agree as follows:

1. Recitals. By this reference, the foregoing Recitals are incorporated into and made an integral part of this Agreement as if fully set forth herein.

2. Statement of Work. By executing this Agreement, the GEIR agrees to spend approximately 50% of their time participating in the Program and providing consultation to any and all interested UTP Tenants and Affiliate Members and possibly others designated by the Office of Technology Development (OTD) with respect to matters related to the Area of Expertise (collectively, the “Services”). Examples of the Services are provided in Exhibit A. The Services will be rendered at times and dates mutually convenient for the GEIR and OTD. At all times that it is rendering the Services, the GEIR represents and warrants that it shall possess and maintain (i) any required licenses, certifications, authorizations or the like, (ii) comply with any and all applicable laws and regulations, and (iii) provide the Services in a professional manner consistent with the customary standard of care in the profession.

3. Consideration. The Parties understand and agree that IIT shall not be liable to GEIR for any payment of monetary consideration in connection with this Agreement or GEIR’s provision of the Services. The non-monetary consideration for GEIR’s decision to enter into this Agreement and to provide the Services consists of the publicity, exposure and possible business development opportunities afforded to him or her from participating in the Program in addition to IIT’s ability to help the GEIR qualify for the H-1B visa, and the non-monetary consideration for IIT’s decision to enter into this Agreement consists of the goodwill the Program is anticipated to generate among its entrepreneurial faculty, UTP Tenants, and UTP Affiliate Members and possible opportunities to secure new Tenants and Affiliate Members. The GEIR and IIT freely and knowingly acknowledge the receipt and value of such consideration.

4. Status of GEIR. Regardless of where the GEIR performs the Services and with whom the GEIR may interact, it is understood and agreed that the GEIR is providing the Services to IIT as an independent contractor, not as an employee or agent of IIT. It is further understood and agreed that IIT shall have no obligation to provide any salary, remuneration, compensation, and/or employee benefits, including without limitation, workers’ compensation coverage, reimbursement of visa legal expenses, and unemployment benefits, to GEIR. The GEIR acknowledges that the GEIR is not an agent of IIT, cannot bind IIT in any manner and shall not represent or imply to any third party, including any Tenant, that GEIR is an agent of or can bind IIT.

5. Term and Termination. This Agreement shall remain in full force and effect for a period of twenty-four (24) months from the Effective Date (the “Term”). The Term may be altered or extended to a date certain only by the mutual written agreement of the parties. Notwithstanding the foregoing, either Party may terminate this Agreement for convenience and without liability at any time upon 10 days’ prior written notice to the other Party. Upon notification, the GEIR shall proceed in an orderly fashion to limit or terminate any outstanding commitments or obligations hereunder.

6. Disclaimers/Procedures.

a. Subject to Section 6.b. following, the Parties understand and agree that IIT has no control over how the GEIR provides the Services, and that the GEIR is solely responsible for the manner in which he/she performs the Services including, but not limited to, any advice, recommendation, or strategy provided by the GEIR in response to information provided by a Tenant or Affiliate Member.

b. The provision of the Services shall comply with the following minimum guidelines:

i. The GEIR shall be available for one (1) hour face-to-face, consultations with interested Tenants and Affiliate Members during normal business hours on an as need basis, subject to availability. It is the responsibility of the Tenant and Affiliate Member to schedule a mutually convenient time to conduct the initial meeting with the GEIR. All such initial meetings between the GEIR and the Tenant and Affiliate Member will be conducted either on the Premises or at the IIT offices at 1871 and nHUB unless a mutually agreeable alternative location is selected by the GEIR and the Tenant or Affiliate Member.

ii. The GEIR understands and agrees that the first consultation with an interested Tenant or Affiliate Member shall be at no cost to the Tenant, the Affiliate Member, or IIT. Thereafter, GEIR has the right, but not the obligation, to schedule additional appointments directly with the Tenant upon terms mutually agreeable to the Tenant and the GEIR.

c. IIT is not making, and shall not be deemed to be making, any representation or warranty of any kind, express or implied, regarding the Program. Further, the establishment or continued operation of the Program by IIT shall not constitute any representation, warranty, assurance, guaranty, or inducement by IIT to the GEIR with respect to: (i) the number or quality of Tenants and Affiliate Members that may seek the Services, (ii) the amount or value of any additional consideration the GEIR may receive as a result of his/her affiliation with the Program; or (iii) IIT's continued operation of the Program for any given period of time.

7. Use of Premises. IIT shall make available to the GEIR on a non-exclusive, first come, first served basis and without charge to the GEIR appropriate office space in the Premises suitable to perform the Services contemplated hereunder. The GEIR's use of the Premises shall comply at all times with applicable IIT's policies. IIT, in its sole discretion and without liability, may bar the GEIR or any individual affiliated with the GEIR from using or accessing any premises under IIT's custody or control including, but not limited to, the Premises, if IIT determines that such individual has failed to comply or appears likely to fail to comply with the terms and provisions of this Section 7. The foregoing right to bar entry is in addition to, and not in substitution of, any rights of IIT under this Agreement.

8. Indemnification/Assumption of Risk. The GEIR shall indemnify, defend and hold harmless IIT and its trustees, directors, officers, agents and employees from and against any and all claims, damages, losses and expenses (including attorney's fees) incurred to the extent such claims, damages, losses and expenses arise from or relate to the GEIR's delivery of the Services or performance or non-performance of its obligations under this Agreement. Further, the GEIR agrees and acknowledges that it is undertaking to perform the Services called for under this Agreement at his or her own risk, which he/she freely and knowingly assumes, and the GEIR hereby releases and promises not to sue IIT and its trustees, directors, officers, agents and employees for any damages or injury (including death) caused by or associated with the GEIR's performance of the Services, except to the extent the same is caused by the gross negligence or willful misconduct of IIT, and its trustees, directors, officers, agents and employees.

9. Confidentiality. The Parties do not anticipate sharing confidential information in connection with this Agreement. Moreover, the GEIR expressly agrees not to share with IIT any confidential, proprietary or private information that it may learn about, regarding or related to a Tenant or Affiliate Member as a result of the their participation in the Program.

10. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given upon the earlier of (a) when it is personally delivered, or (b) one (1) day after having been send by recognized overnight delivery service, in all cases sent to the address set forth below, or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth herein.

11. Miscellaneous. In the event any one or more of the paragraphs or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, the validity, legality and enforceability of the remaining paragraphs and provisions shall not be in any way be affected or impaired thereby. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of law principles, and the parties agree to personal jurisdiction and venue in the state and federal courts of the State of Illinois, County of Cook in any suit or proceeding arising out of the subject matter of this Agreement. This Agreement evidences the entire agreement and understanding between parties and may only be amended by a written document signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[INSERT GEIR'S NAME]

ILLINOIS INSTITUTE OF TECHNOLOGY

By: _____

Name:

Title:

Address:

Phone:

Email:

By: _____

Name: Christopher White

Title: Vice Provost

Research and Academic Affairs

Address: 10 W. 35th Street

7th Floor

Chicago, IL 60616

Phone: 312-567-3734

Email: whitec@iit.edu

EXHIBIT A

The Services