

INSTRUCTOR AGREEMENT

This Agreement (“Agreement”) dated _____ is entered into between:

| | | |
|-------|-----|-------------------------|
| _____ | and | University of Delaware |
| _____ | | 222 South Chapel Street |
| _____ | | Newark, DE 19716 |

This Agreement describes the terms and conditions under which _____ (“Instructor”) will provide the following professional services for the University of Delaware (the “University”) and supersedes all prior written and oral understandings between Instructor and the University.

1. Scope of Services and Fees

Pursuant to this Agreement, Instructor will teach _____

beginning on _____ and ending on _____ (the “Term”). Instructor represents that he or she has the appropriate training and qualifications to teach such class. Instructor shall be paid _____ .

2. Changes

This Agreement may only be modified or amended in writing signed by an authorized representative of both parties.

3. Indemnification

Instructor agrees to indemnify and hold harmless the University and its trustees, directors, officers, managers, employees, agents, clients and representatives from and against any and all claims, damages, losses and expenses including, without limitation, reasonable attorney’s fees arising out of or in any way resulting from the negligent or intentional acts or omissions of the Instructor under this Agreement.

4. Independent Contractor

Instructor is an independent contractor with respect to this Agreement, and the University shall have no responsibility to provide fringe benefits or to withhold taxes normally withheld from an employee’s pay on behalf of Instructor. Instructor understands that he or she is responsible for the payment of any taxes due on monies received hereunder.

5. University Rules

Instructor agrees to adhere to and abide by all University rules and regulations.

6. Termination

Either party may terminate this Agreement without penalty with two weeks notice. In the event of early termination, Instructor may invoice the University only for a pro rated amount based on the number of classes Instructor actually taught.

7. Governing Law

This agreement will be governed by the laws of the State of Delaware.

8. Assignment

Neither party may assign its rights and/or obligations under this Agreement without the other party’s prior written consent.

By the signatures of their duly authorized representatives below, the University of Delaware and Instructor, intending to be legally bound, agree to all of the provisions of this agreement.

University of Delaware*

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

*** This Agreement must be signed by the Associate Director of the University Student Centers or designee in order to be valid and enforceable – *students are not authorized to sign this Agreement.***

Student Organization: _____

Contact Name: _____

Contact Telephone Number: _____