



## INDIVIDUAL INSTRUCTOR CONTRACT

I, \_\_\_\_\_, understand and agree to the following conditions as an instructor for the \_\_\_\_\_ organization at the University of Notre Dame during the 2019-2020 academic year for classes as requested by organization.

1. Classes will be conducted in a professional, responsible manner in accordance with University policies. Classes should begin and end at scheduled times and instructors should be present well in advance to prepare for the start of class.
2. Instructors may not provide instruction to individuals other than organization members during organizational instruction classes. Membership in the organization is limited to University of Notre Dame and Saint Mary's College students and full-time employees.
3. Instructors must provide proof of certification in CPR, cardiopulmonary resuscitation, and must understand the Emergency Medical Procedures for the University. Instructors should be familiar with the building in which they are teaching and know how to seek medical assistance.
4. Instructors are responsible for staying involved with continuing education and updated techniques, and more specifically, those areas which pertain to the class they teach.
5. The honorarium *per class* for this position is \$ \_\_\_\_\_. The honorarium will be paid by University check within 30 days of receipt of an invoice from Instructor following each class.
6. Instructors are independent contractors of the University. No employee, agent, servant, representative or contractor of an Instructor is an employee, agent, servant, representative or contractor of the University. The manner, means and methods of providing the services under this Contract are under the sole direction and control of the Instructor. None of the benefits provided by an employer to its employees, including but not limited to any wages or compensation, worker's compensation insurance or unemployment insurance, are available from or through the University to Instructors or their employees, agents, servants, representatives or contractors.
7. The Instructor must at all times during the term of this Contract have in place and maintain insurance in an amount sufficient to cover the instructor and his/her employees, agents, servants, contractors and representatives, including but not limited to sufficient coverage for work-related injuries sustained by the Instructor's employees, employers' liability coverage, auto liability coverage and general liability coverage.
8. This contract may be terminated at no cost to either party upon \_\_\_\_ days advance written notice.
9. The Instructor acknowledges that he/she is aware of the risks, both known and unknown, including potential serious bodily injury and death, attendant to acting as an Instructor and that he/she is willing to assume such risks. The Instructor hereby waives any right to sue the University and its affiliates, successors, assigns, employees, agents, servants, contractors, representatives, officers and trustees, in their individual and official capacities, for injury or damage to Instructor, his/her agents, servants, employees, representatives or contractors arising out of or in any way related to their services rendered under this Contract. Instructor further agrees to indemnify, defend and hold harmless the University and its affiliates, successors, assigns, employees, agents, servants, contractors, representatives, officers and trustees, in their individual and official capacities, from any and all losses (including loss of use), claims, demands, expenses, damages, judgments, costs (including attorneys fees), actions and causes of action based on any such alleged injury or property damage to Instructor or Instructor's agents, servants, employees, representatives and contractors.
10. The Instructor further acknowledges that he/she shall remain liable for his/her acts and the acts of his/her agents, servants, employees, representatives and contractors during the performance of any of the Instructor's obligations arising under the Contract and during any travel to and/or from the University. The Instructor hereby undertakes and agrees to indemnify, defend and hold harmless the University and its affiliates, successors, assigns, employees, agents, servants, contractors, representatives, officers and trustees, in their individual and official capacities, from any and all losses, claims, demands, expenses, damages (including loss of use), judgments, costs (including attorneys fees), actions and causes of action arising out of the negligence or intentional acts or omissions of the Instructor or his/her employees, servants, agents, contractors or representatives, and shall defend any suit or action brought against them, or any of them, based on any such alleged injury (including death) or damage and shall pay all damages and claims resulting therefrom.

Name (please print): \_\_\_\_\_

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

University of Notre Dame: \_\_\_\_\_  
M. Brian Coughlin, Associate Vice President for Student Development

This contract is issued through the University of Notre Dame Student Activities Office, 315 LaFortune Student Center, Notre Dame, Indiana 46556

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## PERSONAL INFORMATION

Last Name	First Name	Middle Initial	Date
Street Address			Home Phone
City, State, Zip			Business Phone
Have you ever applied to Notre Dame for employment or to perform services as an independent contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when and for what department(s)? _____  If different, what was your name then? _____			_____ Social Security Number  _____ Services desired to be performed

## RELATED EXPERIENCE

Name of Organization	Position or Involvement	Contact Person	Phone

*PLEASE SUPPLY THE FOLLOWING INFORMATION - USE ADDITIONAL PAGES IF NECESSARY.*

Are you a U.S. citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No                      How long at your present address? _____ years                      How long at your previous address? _____ years			
Previous Address	Street Address:	City, State, Zip:	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please list all felony and misdemeanor convictions (including convictions by court martial and driving under the influence, DUI). You do not have to list minor traffic violations. Include offense, penalty and date.</i>			
_____ _____			
A prior conviction does not necessarily mean that you cannot contract with the University. All circumstances will be considered.			
Do you have any relatives working for Notre Dame at the present time? <input type="checkbox"/> Yes <input type="checkbox"/> No                    If yes, please list name, relationship and department.			
_____			

***Read the following BEFORE signing***

I hereby declare the information provided by me in this application and any included materials is true, correct and complete to the best of my knowledge. I understand that falsifying any information on this application, or failing to provide any information requested, may be grounds for a University decision not to contract with me to perform my services for the University. If the University learns after I have been contracted with it to perform services that I have provided false information on this application, I understand that my contract with the University may be terminated immediately.

I authorize all references in this application and any attached documents to provide the University of Notre Dame with any information that may affect the University's decision to contract with me. I release and discharge all such parties, including Notre Dame, from any and all claims that I may have arising out of the release and legitimate use of such information.

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Applicant Signature

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Date