



Cornell University
ILR School

TRAINING SERVICES AGREEMENT

between

**CORNELL UNIVERSITY ILR OUTREACH DIVISION
and**

Township of Union Public Schools

This training services agreement (hereinafter "Agreement") is made effective as of March 15, 2022 by and between Township of Union Public Schools (hereinafter "Client") with its offices located at 2369 Morris Avenue, Union, NJ 07083 and **CORNELL UNIVERSITY'S SCHOOL OF INDUSTRIAL AND LABOR RELATIONS – OUTREACH DIVISION** with its offices located at Ithaca, New York (hereinafter Cornell University).

WITNESSETH

WHEREAS, Client and Cornell University desire to enter into an agreement relating services which are to be provided by Cornell University and delivered as more fully described in Exhibit A hereto; and

WHEREAS, Client desires to engage Cornell University for the purpose of providing to Client specific training and associated services (hereinafter detailed as "Services") and Cornell University is willing and agrees to perform the requested Services, all under and pursuant to the terms and conditions of this Agreement; and

WHEREAS, Client and Cornell University wish to formalize all of their understandings and their mutual agreements by their signing, acceptance and entry into this Agreement.

NOW THEREFORE, in consideration of the mutual promises exchanged between the parties, Client and Cornell University hereby agree as follows:

1. DESCRIPTION OF SERVICES.

The Services to be provided, fees to be charged and expenses to be reimbursed are described in Exhibit A hereto. During the term of this Agreement, the parties may execute additional Exhibit A's covering additional Services

2. **BILLING.** Services will be billed by Cornell University through the Outreach Division, School of Industrial and Labor Relations, Cornell University and remitted for processing to:

Township of Union Public Schools
2369 Morris Avenue
Union, NJ 07083

Payment for services shall be made by check payable to the Accounts Receivable, School of Industrial and Labor Relations, at PO Box 6838, Ithaca, New York 14851-6838 within thirty (30) days of Client's receipt of the bill for services. Outstanding balances beyond 30 days will be assessed a penalty of 1.5% per month.

3. **TERM.** The term of this Agreement shall commence on the date of signing by both parties and shall continue until June December 31, 2022, unless terminated sooner in accordance with its terms.
4. **TERMINATION.** It is recognized that situations may arise which would make it difficult, if not impossible for Cornell University's instructors to deliver the training as agreed to or in the timeframe agreed to. It is further recognized that there may be situations in which Client will desire to discontinue the services provided by Cornell. Therefore, it is understood and agreed that this Agreement may be terminated by either party, upon ninety (90) days prior written notice to the other party. Upon termination, any fees or expenses earned or incurred for Services rendered by Cornell University, prior to termination, shall become immediately due and payable to Cornell University by Client.
5. **CANCELLATION POLICY.** If the scheduled workshop is canceled with more than 30 days' notice, there is no cancellation fee. If cancellation is with 15 -30 days' notice, the cancellation fee is 50% of the workshop delivery cost. If a cancellation is received with less than 15 days' notice, the cancellation fee is 100% of the workshop delivery cost. Any deposit paid prior to cancellation will be refunded or applied to the cancellation fee. The client is also liable for any development cost incurred up to the point of cancellation. Cancellation must be done in writing and is based on the date received by Cornell-ILR.
6. **INDEPENDENT CONTRACTOR.** Cornell University's relationship to Client in performing Services under this Agreement is that of an independent contractor. The personnel who will perform services under this Agreement shall at all times be under Cornell University's exclusive direction and control and shall be employees or independent contractors of Cornell University and not of Client. Cornell University shall pay all wages, salaries, fringe benefits, and other amounts due to its personnel or its independent contractors in connection with this Agreement and shall further be responsible for all reports and obligations respecting them relating to Social Security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

7. **REPRESENTATIONS.** All Services shall be performed in accordance with sound and generally accepted professional practices and industry standards by professional, managerial, and administrative personnel fully qualified in the respective professional discipline required. Cornell University makes no warranty, either express or implied, regarding the application or use of its Services by Client, including any specific outcome or result.
8. **CONFIDENTIAL AND PROPRIETARY INFORMATION.** Confidential or proprietary information, which is disclosed by either party to the other for purposes of performing the Services hereunder and which is clearly identified by the disclosing party as confidential or proprietary information, shall be protected by the receiving party in the same manner and with the same degree of care that the receiving party uses to protect its own confidential or proprietary information. However, neither party shall be required to keep confidential information which: (a) is or becomes publicly available; (b) is already in the receiving party's possession at the time of disclosure by the other party; (c) is independently developed by that party outside the scope of this Agreement; or (d) is rightfully obtained from third parties.
9. **ALTERNATE DISPUTE RESOLUTION.** It is mutually agreed that, in lieu of any judicial remedy which may otherwise be available to either party, any and all disputes and controversies of every kind and nature between the parties arising out of or in connection with this Agreement as to its existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance, damages or termination must be submitted to final and binding arbitration, pursuant to and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any such dispute arising under this Agreement must be submitted to arbitration by filing and serving upon the other party a written demand for arbitration within ninety (90) days of the date it first learned or should have known of the dispute. The timely submission of a demand for arbitration shall be deemed a condition precedent to proceeding to arbitration. Each party shall bear its own arbitration costs and expenses. The arbitration hearing shall be held in the county of residence of the party against whom the demand for arbitration is made. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
10. **INDEMNIFICATION.** Cornell University agrees to indemnify and hold Client harmless from all claims, losses, expenses, fees (including attorneys' fees), and costs and judgments which have or which may be asserted against Client that result from the negligent acts or omissions of Cornell University or its employees, agents and subcontractors. Client agrees to indemnify and hold Cornell University harmless from all claims, losses, expenses, fees (including attorneys' fees), and costs and judgments which have or which may be asserted against Cornell University that result from the negligent acts or omissions of Client or its employees, agents and subcontractors. As a condition of indemnification, each party agrees to notify the other of any asserted claim, and to cooperate fully in the defense of any such claim.

11. INTELLECTUAL PROPERTY & NON-EXCLUSIVE LICENSE TO CLIENT. The following provisions shall apply with respect to copyrightable works and intellectual property which pertain to the Services performed by Cornell University under this Agreement:

(a) All Confidential or Proprietary Information of Client provided by Client to Cornell shall be used by Cornell University solely in the performance of Services hereunder and Cornell University shall not record, reference, or reproduce such materials without the express written consent of Client.

(b) The trainings shall not be recorded. Cornell University and/or the instructor shall retain exclusive copyright and all intellectual property rights to materials developed under this Agreement. The participants in the programs delivered pursuant to the Scope of Work may use the program materials for reference purposes, but any additional use of the materials requires the written permission of Cornell University.

12. CONSEQUENTIAL DAMAGES. In no event shall either party be liable to the other for payment of any consequential damages. However, the provision of this Section 11 of this Agreement shall not apply in any way to either party's obligation to indemnify the other party.

13. INSURANCE. During the term of this Agreement, Cornell University shall maintain and, upon request, provide proof of its general commercial liability insurance coverage.

14. NONDISCRIMINATION. The parties agree that in the performance of this Agreement, they will not discriminate on the basis of sex, race, religion, color, or national origin, or any other basis prohibited under applicable laws.

15. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to Client:

Township of Union Public Schools
Vincent B. Rettino
2369 Morris Ave
Union, NJ 07083

If to Cornell University:

Cornell University, ILR School - Outreach Division
Lisa Csencsits
Director, HR and Leadership Programs

Cornell University, ILR School
570 Lexington Avenue, 12th FL
New York, NY 10022
lc638@cornell.edu
516-458-0856.

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

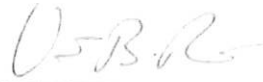
16. **ENTIRE AGREEMENT.** This Agreement, including any appended Exhibits constitutes the entire agreement of the parties and there are no other promises or conditions of any kind whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
17. **AMENDMENT.** This Agreement may be amended if the amendment is made in writing and is signed by both parties.
18. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
19. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
20. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New York.
21. **ASSIGNMENT.** This Agreement shall be binding upon the successors of either party hereto but shall not be assigned by either party without the written consent of the other party. The provisions of this Agreement are solely for the benefit of and shall be enforceable only by Client and Cornell University and their respective successors and assigns as permitted hereunder.
22. **FORCE MAJEURE.** Neither party shall be held responsible for any delay or failure in the performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, lightning, lockout, riot, explosion, war, strike, embargo, government requirement, civil or military authorities, acts of God or by the public enemy, acts of terrorism, or other causes beyond the reasonable control of such party.
23. **CAPTIONS AND HEADINGS.** The division of this Agreement into sections and the use of captions and headings are solely for the convenience of the parties and shall have no effect in construing the provisions of this Agreement.

24. **SIGNATORY AUTHORITY.** The individuals signing below on behalf of Client and Cornell University are authorized to sign and bind their respective organizations to the terms of this Agreement.

IN WITNESS WHEREOF, Client and Cornell University ILR School – Extension and Outreach Division have authorized their representatives to execute this Agreement on their behalves on the dates indicated below.

Dated: 5/1/22, _____

Township of Union Public Schools

By: 

Vincent B. Rettino
Director of Personnel

Dated: _____, _____

Cornell University ILR School

By: **W. E. Stringer** Digitally signed
by W. E. Stringer
Date: 2022.04.27
13:29:20 -04'00'

William E. Stringer
ILR Interim Associate Dean for
Finance and Administration

EXHIBIT A
DESCRIPTION OF SERVICES

Planning: Cornell University agrees to deliver a one-day training on *Effective Interviewing Skills*.

Cornell University agrees to make reasonable additional modifications to training design based on Client feedback regarding the training to be delivered under this Agreement.

Training Delivery: Cornell University agrees to deliver the training on a date to be mutually determined. Training location to be provided by Client.

Number of Participants: Maximum of 40

Materials: Cornell University agrees to produce training materials and forward a PDF of such materials to the Client. Client is responsible for the reproduction and/or distribution of the PDF to each training participant prior to the scheduled training day.

Fee for Services:

Client agrees to pay Cornell University a total sum of \$8,000 for the training and all travel expenses.

Cornell University will invoice the Client shortly after the training service concludes.

