



UNIVERSITY OF NOTRE DAME

# INDIVIDUAL INSTRUCTOR CONTRACT

I, \_\_\_\_\_, understand and agree to the following conditions as an instructor for the \_\_\_\_\_ organization during the period from \_\_\_\_\_ to \_\_\_\_\_ for \_\_\_\_\_ sessions.

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 session* for this position is \$ \_\_\_\_\_.
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. The Instructor acknowledges that he/she is aware of the risks 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.
9. 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) : \_\_\_\_\_ Address: \_\_\_\_\_

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

Student Affairs: \_\_\_\_\_  
Rev. Mark Poorman, C.S.C. Vice President for Student Affairs

