**RIDER TO CONTRACT FOR HIRE SERVICE**

The terms and provisions of this Rider to Contract to Hire Service (the “Rider”) are incorporated by this reference into the attached Contract for Hire Services dated [insert date] , 2016 (the “Agreement”) by and between **ILLINOIS INSTITUTE OF TECHNOLOGY** (“IIT”), and[insert contractor name] (“Contractor”). Unless defined in this Rider, all capitalized terms shall have the meaning as defined in the Agreement.

1. Term and Termination. The Agreement shall be and remain in full force and effect from the date of the last signature to the Agreement through and including [insert 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, IIT may terminate the Agreement for convenience and without liability at any time upon seven (7) days’ prior written notice to Contractor.
2. Condition to Payment. As a condition of payment due and owing Contractor under the Agreement, Contractor must complete either a Form W-9, Request for Taxpayer Identification Number and Certification (for U.S. citizens or resident aliens) or Form W-8BEN-I, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (for foreign aliens), as appropriate.
3. Status of Candidates. As between IIT and Contractor, the parties acknowledge and agree that any person(s) providing services to IIT in connection with the Agreement shall be an independent contractor of IIT.
4. Indemnification. Notwithstanding any provision of the Agreement to the contrary, Contractor shall indemnify, defend and hold harmless IIT and its trustees, directors, officers, employees and agents (“IIT Indemnified Parties”) from and against any and all claims, damages, losses and expenses (including attorney’s fees) which may be asserted against the IIT Indemnified Parties by a third party, where such claims, damages, losses and expenses arise from or relate to: (i) the negligent act or omission of the Contractor, its directors, officers, and employees including, but not limited to, any individual or other agent provided or referred to IIT by Contractor in fulfillment of Contractor’s duties and obligations under the Agreement, in performing its obligations under the Agreement, and/or (ii) the breach of the Agreement by Contractor, its agents and employees. Further, Contractor agrees and acknowledges that it is undertaking to perform the services called for under the Agreement at its own risk, which it freely and knowingly assumes, and Contractor hereby releases and promises not to sue IIT and its trustees, directors, officers, employees and agents for any damages or injury (including death) caused by, derived from or associated with the performance by Contractor, and any of its directors, officers, and employees including, but not limited to any individual or other agent provided or referred to IIT by Contractor under the Agreement, except for such damages or injury as may be caused by the willful misconduct of IIT, trustees, directors, officers, employees or agents.
5. Confidentiality. Contractor, on behalf of itself and its employees, agrees to treat as “Confidential Information” all information and data that is received by the Contractor or its employee, as the case may be, from IIT and Contractor and its employee, as the case may be, shall not disclose Confidential Information to any third party without the prior consent of IIT. Contractor, on behalf of itself and its employees, further agrees and covenants that any and all Confidential Information shall only be used (and has only been used) for the purposes of performing its obligations under this Agreement. Contractor, on behalf of itself and its employees, further agrees that any and all Confidential Information shall remain (and, at all times, has remained) the property of IIT. Contractor shall ensure that any individual it may refer to IIT pursuant to the Agreement including, but not limited to, the Assigned Individual shall review and agree to abide by the terms of this Section 5.
6. FERPA. In addition to, and not in substitution of any obligations of confidentiality hereunder, Contractor, on behalf of itself and its employees and agents, acknowledges and agrees that in the course of providing services, Contractor and its employees and agents may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g*, et seq*. and the regulations promulgated there under. Such information is considered confidential and is therefore protected. To the extent that Contractor or one of its employees has access to “education records” in performing services pursuant to the Agreement, it or such employee shall be deemed a “school official,” as each of these terms are defined under FERPA. Contractor agrees, on behalf of itself and its employees, that it shall not use education records for any purpose other than in the performance of the Agreement. Except as required by law, Contractor shall not disclose or share education records with any third party unless permitted by the terms of this Agreement or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Contractor under the Agreement. In the event any person(s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, Contractor will immediately inform IIT of such request in writing if allowed by law or judicial and/or administrative order. Contractor shall not provide direct access to such data or information or respond to individual requests. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by IIT and shall only provide such data and information to IIT. It shall be IIT’s sole responsibility to respond to requests for data or information received by Contractor regarding IIT data or information. Should Contractor or its employee receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall provide immediate notification to IIT of Contractor’s or the employee’s receipt of such court order or lawfully issued subpoena and shall immediately provide IIT with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order. If applicable, upon termination of the Agreement Contractor shall return and/or destroy all data or information received from IIT upon, and in accordance with, direction from IIT. Contractor shall not retain copies of any data or information received from IIT once it has directed Contractor as to how such information shall be returned to IIT and/or destroyed. Furthermore, Contractor shall ensure that it disposes of any and all data or information received from IIT in an IIT-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices). Contractor shall ensure that any individual it may refer to IIT pursuant to the Agreement shall review and agree to abide by the terms of this Section 6.
7. Insurance. Providing (at its sole expense) a valid certificate of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, covering the negligent acts or omissions which may give rise to liability for services provided under the Agreement. Contractor shall also procure and maintain in full force and effect the following insurance: (a) commercial general liability insurance with limits not less than $1,000,000 per occurrence/$3,000,000 in the aggregate covering personal injury, sickness or death or for damage to or destruction of property that may arise from, relate to or result from the Agreement, provided that the foregoing coverage may be covered by a single general policy or a combination of a general policy and an excess policy; (b) a crime or fidelity policy of insurance with a limit of not less than $1,000,000 and with joint loss payee coverage for IIT; and (c) workers’ compensation insurance as required by applicable law. All such insurance shall require at least 30 days’ prior written notice to IIT before termination. In addition, the certificate of insurance required under (a) above shall name Illinois Institute of Technology as an additional insured on a primary and not contributory basis. Upon execution of the Agreement and within 10 days before the expiration of each such policy, Contractor shall deliver to IIT certificates evidencing all of the foregoing insurance or renewal thereof.
8. Choice of Law and Venue. This Rider and the Agreement shall be governed by the laws of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Rider, the Agreement or the Services provided hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in the city of Chicago in Cook County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
9. Conflicting Provisions. In the event of a direct conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement, the parties understand and agree that this Rider shall control.

IN WITNESS WHEREOF, the parties hereto have agreed to and executed this Rider to the Agreement as of the dates set forth below.

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By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_