# Brandeis University
# Independent Consultant Agreement

**1.** Name of Consultant:_____

**2.** Description of consulting services and payment terms (attach additional information as needed):

_____

**3.** Maximum Dollar Amount of Contract: _____

**4**. Term of Agreement: _____

**5**. Consultant's Social Security Number/Individual Tax Identification Number _____

**6.** Mailing Address of payee: _____

Street Apt. No. City State Zip Code

_____

Country Telephone Number (with area code)

**7**. By signing below, Consultant agrees to the following:

a. The relationship between Consultant and Brandeis shall be that of independent Consultant and client, and nothing in this Agreement shall be construed as creating the relationship of employer and employee between Brandeis and Consultant.

b. Brandeis does not provide insurance coverage or benefits to consultants, and does not withhold federal, state or FICA taxes from payments to consultants.

c. All Brandeis information of which Consultant shall become aware as a result of performing services for Brandeis, including its operations, policies or any other aspect of its business, shall be deemed to be confidential information, and shall not be disclosed by Consultant to any other person, company or other entity not involved in this project, without the express written permission of Brandeis.

d. Consultant agrees to deliver to Brandeis at the termination of its relationship with Brandeis all documents made, compiled by or delivered to Consultant in connection with the services provided under this Agreement. Such documents shall at all times be the property of Brandeis.

e. Any work performed under this contract is considered a work for hire, and Brandeis shall have and retain copyright and all other intellectual property rights in any and all documents, works, products or other materials produced by Consultant in the course of the performance of this Agreement.

f. This Agreement is not assignable. Consultant represents that it has no agreements with, or obligations to, others which are inconsistent with its availability to act as a Consultant to Brandeis.

g. Consultant hereby certifies that it is an Equal Employment Opportunity employer and that it complies with the provisions set forth in Executive Order 11246, as amended, and with all other applicable state and federal statutes and regulations that prohibit discrimination in the workplace, including but not limited to Department of Labor regulations and The Rehabilitation Act of 1973, as amended. The contract clauses set forth at 41 CFR sec. 60-1.4 (a) and (b), 41 CFR sec. 60-1.7, 41 CFR sec. 60-250.4 and 41 CFR sec. 60-741.4 are hereby made a part of this agreement.

h. Consultant agrees not to use Brandeis's name or any other identifying characteristic in connection with any advertising or promotion related or pertaining to the work performed under this Agreement without the prior express written permission of Brandeis.

i. Consultant agrees to indemnify, defend and hold harmless Brandeis, its Trustees, officers, agents, employees, and Consultants from any liability, cost or expense in connection with or growing out of any claims whatsoever by Brandeis for loss or damage to Brandeis or Brandeis property arising from or in any way related to the activities of Consultant.

j. Each party may terminate this agreement upon written notice to the other, provided that no such termination shall relieve either party from any obligation incurred prior to the date of termination.

k. This contract is subject to the provisions of the Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 U.S.C. sec. 51-58). By agreeing to this binding Agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of Brandeis University for the purpose of obtaining this or any other agreement, purchase order or contract from Brandeis University and (2) agree to cooperate fully with any federal Agency investigating a possible violation of the Act. Copies of the statute and the pertinent regulations may be obtained from Brandeis University upon request of the Office of Affirmative Action and Government Regulation Compliance.

l Consultant represents that it maintains and is covered by the following insurance:

a. Personal automobile liability insurance.
b. Corporate automobile liability insurance, if applicable.
c. Worker's compensation and employers' liability insurance, consistent with all statutory regulations of the Commonwealth of Massachusetts, if applicable.

m. Consultant must provide a certificate of insurance upon request.

n. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

Signature of Consultant: _____ Date: _____

By Brandeis University: *Maureen Murphy*
Template approved by Maureen Murphy
Vice President for Financial Affairs and Treasurer

***Any changes to items 7(a) –(n) of this contract requires actual signature by an authorized signatory of the University before the work may be commenced.**