



Independent Consulting Agreement

1. Name of Consultant:

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

3. Proposed maximum dollar amount of Contract pending final university approvals and authorized signature:

4. Proposed Term of Agreement (Dates of Services):

5. Mailing address of payee:

6. Funding Restrictions: No Yes If yes, attach Addendum A.

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. Brandeis does not withhold federal, state or FICA taxes from payments to consultants unless required to by law.
 - 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. **Where applicable, the contract clauses set forth at 41 CFR 60-1.4(a) and (b), 41 CFR 60-1.7, 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) are hereby included and made a part of this Agreement and Vendor shall abide by such requirements. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**
- 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. Each party agrees to indemnify, defend and hold the other harmless from any loss, liability, cost or damages arising from actual or threatened claims or causes of action resulting from negligence, gross negligence or intentional misconduct of the party indemnifying or its respective officers, directors, employees, agents, contractors, members, participants or attendees (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency as applicable.
- 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 agrees to maintain in full force and effect a policy or policies of the required liability insurance, in form and substance satisfactory to Brandeis, under which Brandeis is named as additional insured. Upon request, Consultant shall provide a Certificate of Insurance.
- n. Consultant certified that he/she has never been convicted of any criminal offense other than:
 - a. A misdemeanor more than five years ago, or
 - b. A first conviction for drunkenness, simple assault, speeding, minor traffic violations, affray, or disturbance of the peace.

- o. Consultant further certifies that he/she does not have any criminal charges pending or any open arrest warrants. Consultant agrees to provide Brandeis with a copy of the results of Consultant's own Criminal Offender Record Information check, or its equivalent, and a Sexual Offender Registry Information check, or its equivalent upon request.
- p. Consultant agrees to indemnify, defend and hold Brandeis harmless from any loss, liability, cost or damages as a result of actual or threatened claims or causes of action arising from, or related to, Consultant's breach of this provision.
- q. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

CONSULTANT/CONTRACTOR

BRANDEIS UNIVERSITY

(Authorized Signature)

(Authorized Signature)

(print name)

(print name)

(date)

(date)

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



Brandeis

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**ADDENDUM A
Funding Restrictions**

Signature of Consultant: _____ Date: _____