CONSULTING AGREEMENT

This Agreement is entered into this       day of       202     , between Syracuse University ("UNIVERSITY") and      whose principal place of business is located at       ("Consultant").

1. **Scope of Services**; **Payment**. Consultant agrees to perform for UNIVERSITY the services described in Exhibit A for the period of       through       hereto and all obligations, duties, responsibilities and requirements for the successful completion of the services specified, including the furnishing by Consultant of all supervision, labor, materials and other supplies in accordance with the terms and conditions set forth herein (the "Services"). UNIVERSITY agrees to pay Consultant for the Services in accordance with the provisions and schedule described in Exhibit A.

2. **Independent Contractor**. In all matters relating to this Agreement, Consultant shall be acting as an independent contractor. Neither Consultant nor its employees shall be the employees of UNIVERSITY under the meaning or application of any federal or state laws, including but not limited to unemployment insurance or worker's compensation laws. Consultant shall assume all liabilities and obligations imposed by any such laws with respect to its employees. Consultant shall have no authority to act as the agent of UNIVERSITY and shall not hold itself out as such.

3. **University Data**; **Confidential Information**. All data, documents and other UNIVERSITY property shall remain the exclusive property of UNIVERSITY. Consultant agrees that such UNIVERSITY property shall be used solely for the purpose of performing the Services. Consultant shall be responsible for the safekeeping of such property and, if UNIVERSITY so requests, Consultant shall sign and deliver a written, itemized receipt therefore. Upon conclusion of the Services, all such property shall be returned to UNIVERSITY. Any confidential information concerning UNIVERSITY which is so designated upon disclosure to Consultant shall be maintained in confidence by Consultant.

4. **Ownership of Documents and Materials**. Consultant hereby assigns to UNIVERSITY an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, distribute, and perform all such copyrightable materials other than computer software and its documentation and/or informational databases for non-commercial purposes.

5. **Records**. Consultant shall keep accurate records and books of account showing all charges, disbursements, and expenses made or incurred by Consultant in performing the Services. UNIVERSITY may, upon reasonable notice, examine Consultant's books and records relating to performance of the Services from time to time during the term of this Agreement and at any time within one (1) year after its termination.

6. **Reports**. UNIVERSITY may request written reports from time to time during the performance of this Agreement. Such reports shall be in a form satisfactory to UNIVERSITY.

7. **Use of Name**. Consultant agrees to not use UNIVERSITY’s name or logos for any advertising or other commercial purposes, or otherwise disclose any provisions of this Agreement, without the prior written approval of UNIVERSITY.

8. **Compliance with Law.** Consultant agrees to comply with all applicable federal, state and local laws and regulations. Consultant shall not discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, political affiliation, national or ethnic origin, or veteran status.

9. **Insurance**. Consultant represents that it now carries or will carry during the term of this Agreement insurance applicable to the statement of work such as statutory Worker's Compensation and General and Contractual Liability, Professional Liability and Comprehensive Automobile Liability insurance in amounts satisfactory to UNIVERSITY. Consultant shall furnish certificates of insurance as evidence of such coverage upon request.

10. **Indemnification**. Consultant shall indemnify, defend and hold UNIVERSITY harmless from and against all claims and actions, and all expenses incidental to such claims and actions, based upon or arising out of damage to property, personal injury or other tortious acts caused by or contributed to by Consultant or anyone acting under Consultant's direction or control or on Consultant's behalf in the course of performance under this Agreement. Consultant's obligations shall not apply to liability based upon the sole negligence of UNIVERSITY.

11. **Termination.** UNIVERSITY may terminate this Agreement, in whole or in part, at any time, on written notice to Consultant if (a) funding for the Services is withdrawn or curtailed, (b) Consultant becomes insolvent or makes a general assignment for the benefit of creditors or a petition in bankruptcy is filed, or (c) Consultant fails to perform the Services to UNIVERSITY’s satisfaction or within the time specified in Exhibit A or any UNIVERSITY authorized extension. Upon receipt of such notice, Consultant shall immediately discontinue performance of the Services to the extent specified in the notice. Unless otherwise specified in Exhibit A hereto, Consultant shall be paid the actual costs incurred in performing the Services up to the time of notice of termination, provided that such costs are actual, necessary, reasonable and verifiable, and not previously reimbursed by UNIVERSITY. In no event shall UNIVERSITY pay for unabsorbed overhead or anticipatory profit. If no termination date is specified in Exhibit A, then this agreement will terminate one year after the last date written below.

12. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

13. **Assignment**. This Agreement may not be assigned by Consultant. Any attempt to assign this Agreement or subcontract any duties hereunder shall be null and void without the prior written consent of UNIVERSITY.

14. **Entire Agreement**; **Amendment**. This Agreement is the entire Agreement of the parties with regard to the subject matter hereof, and supersedes any and all prior communications, representations and agreements, whether written or oral. No amendment to this Agreement shall be binding on either party unless reduced to writing and duly executed by both parties.

15. **Notices** . Any notices required to be given hereunder shall be deemed sufficient if sent by certified mail to the parties at the address set forth below:

|  |  |
| --- | --- |
| **If to UNIVERSITY:** | **If to Consultant**: *(type contact info below)* |
| Stuart Taub |       |
| Office of Sponsored Programs |       |
| Syracuse University |       |
| 211 Lyman Hall |       |
| Syracuse, NY 13244 |       |

|  |
| --- |
| UNIVERSITY PI or PD:      |
| Chartstring. #       |

Notice shall be effective five (5) business days after it is mailed.

1. **Invoices.**  Invoices are to be sent to the UNIVERSITY PI/PD after services are rendered to the address below:

PI/PD name:

Department:

Address:

Phone/Email:

In witness whereof, the parties have executed this Agreement as of the first date written above.

|  |  |  |
| --- | --- | --- |
| **SYRACUSE UNIVERSITY** |  | **CONSULTANT** |
| BY:       |  | BY:  |
| Stuart Taub. Director |  | Printed Name:      Title:       |
|  |  | Tax Payer ID #       |
| DATE:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | DATE:       |

**EXHIBIT A**

***Statement of Work***

A clear and concise description of the work to be performed and deliverables, as applicable is to be provided.

***Budget***

Specify in detail the activity cost (e.g. $/hr, # hrs, $ per activity) as well as any other costs.

Define the payment structure (date, milestone etc).

* REMINDER: Invoices and original receipts (as applicable) are to be sent to the Contact in clause #16.