



CONSULTING AGREEMENT

(Companies/Organizations)

This CONSULTING AGREEMENT (this "Agreement") dated _____ is entered into between **Syracuse University**, a New York not-for-profit education corporation, (the "University") and the company/organization listed below (the "Consultant") and is effective once signed by both parties.

Company Name: _____	Company Contact: _____
Address: _____	Phone Number: _____
_____	E-mail: _____

- Scope of Work.** Consultant agrees to provide to the University certain services as outlined in the scope of work attached as Exhibit A. In the event of any conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.
- Term and Termination.** This Agreement shall remain in effect until _____. The University may terminate this Agreement for convenience at any time. In the event of a termination, without limiting remedies otherwise available, Consultant agrees to refund University any prepaid fees less a pro rata portion for services rendered prior to the date of termination, and University agrees to pay Consultant for services rendered and accepted prior to the date of termination for which payment has not been made, whichever the case may be, and University shall have no further financial obligation for fees under this Agreement.
- Fees.** In exchange for the services, the University shall compensate Consultant as set forth in Exhibit A. Unless other payment terms are agreed to on Exhibit A, the University shall pay Consultant upon completion of the services, net thirty (30) days from receipt of an invoice from Consultant for all undisputed amounts. If Exhibit A provides for reimbursement of travel or other out-of-pocket expenses, such expenses must be pre-approved, reasonable and necessary to provide the services, and Consultant must submit itemized receipts with each invoice for reimbursement. Travel must also be commensurate with the standards set forth in the University's Travel Policy, available at <https://policies.syr.edu/policies/administrative-and-financial/travel-policy/>.
- Work Made for Hire.** Consultant acknowledges that all ideas, intellectual property, deliverables and other work product conceived of, developed or created by, or contributed to, by consultant or any subcontractors in connection with this Agreement ("Work Product") shall be the property of the University as either specially commissioned works made for hire under U.S. copyright law or otherwise, and the University is and shall be the sole and exclusive owner of all right, title and interest in and to the Work Product and all physical copies of the Work Product in all media, including all digital files containing the Work Product. To the extent that any Work Product is deemed not to be "work made for hire" or otherwise owned by University, Consultant hereby irrevocably assigns, and shall ensure all its subcontractors assign, to the University, all of its/their worldwide right, title, and interest in and to all Work Product, together with all related benefits, privileges, rights of action, remedies and intellectual property rights (whether before or later accrued), without the need for further consideration or agreement. Consultant hereby waives, and agrees never to assert, any moral or publicity rights Consultant may have or accrue with respect to any Work Product. Consultant shall execute, cause to be executed and/or deliver such other instruments or

documents as are required or reasonably requested by the University to further effect or evidence the University's ownership of the Work Product.

5. Insurance. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry and maintain, at its own expense including any applicable deductibles or retentions, during the term of this Agreement and thereafter as long as respective, applicable statute(s) of limitation or repose are in effect relating to the specific purposes of this Agreement, the following insurance coverage with insurers with an A.M. Best's Rating of not less than A-VIII: (a) workers compensation and employers' liability: statutory limits; (b) commercial general liability written on an occurrence basis with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate (including without limitation premises/operations liability, contractual liability, products and completed operations, independent contractors, personal and advertising injury); and (c) if Consultant will be on campus, automobile liability to include all owned, hired, and non-owned vehicles with limits of no less than \$1,000,000 combined single limit for bodily injury and property damage. The policies required by (b) and (c) above shall name the University as an additional insured. All policies shall be primary and non-contributory insurance ahead of any insurance carried by the University with respect to the Agreement. Certificate(s) of Insurance shall be sent to the University's Office of Institutional Risk Management, 621 Skytop Road, Suite 100, Syracuse, New York 13244.
6. Indemnification. Each party (the "Indemnifying Party"), to the fullest extent permitted by law, shall defend with competent counsel, indemnify and hold harmless the other party (the "Indemnified Party") and the Indemnified Party's trustees, directors, officers, employees, agents and representatives (collectively, its "Representatives") from and against any and all claims, demands, actions, suits and proceedings, judgments (whether civil, criminal or administrative), and any and all liability, loss, expense (including reasonable attorneys' fees and professional expenses), costs or damages (collectively "Losses"), which are proximately caused by (i) any negligent act or omission or willful misconduct of the Indemnifying Party or any of its Representatives, or (ii) the Indemnifying Party or any of its Representatives' breach of this Agreement.
7. Confidentiality/Non-Disclosure. "Confidential Information" shall mean all information which the University or its Representatives furnish or disclose to the Consultant or its Representatives in connection with this Agreement, including but not limited to data, documents and other information pertaining to

- academic, athletic, business/operational, marketing, financial or legal affairs, strategies or plans; policies, procedures, practices; telecommunications or information technology infrastructure; past or present students; trade secrets and intellectual property; drawings; and any other information that should by its nature or context be recognized as proprietary and/or confidential. Notwithstanding the foregoing, Confidential Information shall not include information which (i) was available to the public prior to its being disclosed hereunder; (ii) becomes available to the public after its receipt by the Consultant through no act or failure on the part of the Consultant or its Representatives; (iii) was known to the Consultant prior to its receipt from the University; or (iv) was acquired by the Consultant from a third party under no obligation to maintain its confidentiality. Consultant agrees to hold in strictest confidence all Confidential Information, and not to disclose or make use of such Confidential Information other than for the performance of this Agreement. Consultant shall implement and maintain industry standard controls and safeguards for security of electronic information, which includes (a) safe and secure methods of data and material storage, transport and disposal; and (b) secure configurations for hardware and software on Consultant's mobile devices, laptops, workstations, and servers where University Confidential Information is stored processed or transmitted, including but not limited to: (1) malware defenses, (2) full disk encryption for laptops and mobile devices, and (3) timely patching of known security vulnerabilities within operating systems or software applications. Such Confidential Information shall remain the property of University. Inasmuch as any breach of this Agreement may result in immediate and irreparable injury, it is recognized and agreed that the University shall be entitled to equitable relief, in addition to all other remedies available at law. If Consultant or any of its Representatives is required by legal process to disclose any Confidential Information, it shall promptly notify the University and cooperate with the University so as to permit the University to seek a protective order or take other appropriate action. At the University's discretion and request all Confidential Information shall be returned to University or destroyed.
8. Warranties and Representations. Consultant hereby warrants and represents that (a) it has full power and authority to enter into, and fully perform its obligations under this Agreement, (b) its performance under this Agreement shall not infringe on the intellectual property or other rights of any third party, and (c) all services provided hereunder shall be rendered in a professional manner and in compliance with applicable law.

9. Use of Marks; Branding. Any use of the University's trademarks/service marks, logos, images or other indicia ("Marks"), whether in connection with this Agreement, for Consultant's own marketing purposes or otherwise, requires prior written approval from the University and its Office of Trademark Licensing. Subject to the foregoing, Consultant's use of any Marks shall comply with the University's Brand Guidelines at <http://syracuse.edu/about/brand>. In addition, Consultant may not issue any press releases or make any other public announcement concerning services provided under this Agreement without the University's prior written consent.

10. Accessibility. Consultant represents and warrants that the Work Product will, as applicable, comply with Web Content Accessibility Guidelines (WCAG) Version 2.0 Level AA, and agrees to provide written documentation verifying accessibility, to promptly respond to and resolve accessibility complaints received from the University, and to indemnify and hold the University harmless in the event of claims arising from inaccessibility.

11. Miscellaneous.

- a) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to any principles of choice of law. Jurisdiction of any litigation with respect to this Agreement shall be in New York, with venue in a state or federal court of competent jurisdiction located in Onondaga County, New York and the parties consent to such exclusive jurisdiction.
- b) Assignment. Consultant shall not assign nor subcontract any of its rights or obligations hereunder without the University's prior written consent. Subject to the foregoing, Consultant shall be responsible for the acts or omissions of its subcontractors.

c) Independent Contractors. The parties shall be independent contractors and not partners, joint venturers, principal and agent, or any other similar relationship. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its negligent or intentional act or omission.

d) Execution. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one instrument, and shall become effective when copies hereof which, when taken together, bear the signatures of each of the parties hereto. Electronic signatures, or copies of physical signatures delivered by facsimile, email or other electronic means, shall be deemed original signatures.

e) Entire Agreement. This Agreement, inclusive of Exhibit A, constitutes the entire Agreement of the parties and supersedes any prior oral, electronic or written understandings of the parties with respect to the subject matter of this Agreement. This Agreement shall not be modified in any way except by a writing signed by both parties.

f) Notices. All notices shall be in writing, and personally delivered, sent by U.S. mail (certified mail, return receipt requested), or delivered by overnight delivery service (with written confirmation of delivery), to the other party at its address set forth herein, and for University, a copy shall also be sent to: Office of University Counsel, Syracuse University, 900 South Crouse Avenue, Suite 518, Syracuse, New York 13244. The date of personal delivery or the date of written confirmation of delivery, as the case may be, shall be deemed to be the date on which such notice is given.

g) Survival. The parties' obligations under the following provisions shall survive any expiration or termination of this Agreement: 2, 4, 5, 6, 7, 9 and 10.

IN WITNESS WHEREOF, the University and Consultant have caused this Agreement to be duly executed.

SYRACUSE UNIVERSITY

CONSULTANT

Print Name: Stuart Taub

Print Name: _____

Title: Director, Office of Sponsored Programs

Title: _____

****Please attach a scope of work that includes, at a minimum, the following:****

- description of the services to be performed
- description of deliverables
- deadlines for deliverables or completion of the services
- meeting or reporting obligations (if any)
- compensation amount (e.g. hourly; hourly with a not to exceed amount; fixed fee)
- whether travel or other out-of-pocket expenses will be reimbursed
- payment terms / invoicing schedule