This consulting services agreement (“Agreement”) is entered into this (Day, Month & Year) (“Effective Date”) by and between (Name of Consultant) (hereinafter referred to as “Consultant”) and Alfred University, One Saxon Drive, Alfred, NY, 14802 (hereinafter referred to as “University”).

WHEREAS University has entered into a Sponsored Research Agreement with (Sponsor) (hereinafter referred to as “Sponsor”) under award no. (#), relating to (Project Title), and desires to retain Consultant to perform certain services under said Sponsored Research Agreement; and

WHEREAS Consultant has extensive experience and capabilities regarding the above referenced project, and markets his/her services to a range of customers, including those in non-academic fields; and

WHEREAS University seeks to benefit from the Consultant’s expertise by retaining the Consultant to provide the services described herein and the Consultant desires to perform these services for University.

NOW, THEREFORE, the parties hereto agree as follows:

1. CONSULTING SERVICES. University retains Consultant as a technical advisor to perform the consulting services (“Services”) as described in Appendix A hereof. This agreement is made with the Consultant personally and as an Independent Contractor.

(a) Contractor and University are independent entities of one another, meaning that neither is nor shall be considered an agent, employee, licensee, or legal representative of the other for any purposes whatsoever. Contractor has no express or implied authority to assume or create an obligation or responsibility on behalf of the University or to bind the University in any manner whatsoever. Contractor acknowledges and agrees that any personnel employed by Contractor in performing duties and obligations under this Agreement shall remain, at all times, employees of Contractor.

(b) Contractor shall remain solely liable for establishing the terms and conditions of employment for the personnel he/she hires, if any, including but not limited to, recruitment, termination, training, promotion, compensation, employee benefits, insurance, payroll taxes and all other deductions or payments to be made by employers for or on behalf of employees. Moreover, it is expected, and Contractor further agrees, to comply with all applicable federal, state and local laws, rules, and regulations as it relates to the hiring or employment of personnel. Accordingly, Contractor shall carry all insurance(s), at his/her own expense, as may be required by applicable law and shall pay and withhold all required federal, state and local taxes, unemployment, disability and other insurance premiums, all applicable social security taxes, and all other taxes or expenses incurred or due and payable as compensation for Services performed under this Agreement.

(c) The University agrees that Contractor shall be entitled to exercise prudent discretion and judgment in the provision of Services, including, without limitation, establishing the work schedule and work hours as well as controlling the means and methods for performing the Services under this Agreement, provided the delivery of Services does not unreasonably disrupt the University’s business or operations.
(d) The parties agree that the University shall not provide and shall not be obligated to provide Contractor or anyone that he/she hires or employs with any benefits, coverages or privileges of any kind, including, without limitation, Social Security, profit-sharing, 401(k), unemployment, Workers’ Compensation, disability, medical insurance, life insurance or pension benefits, whether or not the University provides any of such benefits to its own employees. Unless otherwise required by law, the University does not intend and shall have no obligation to Contractor to withhold taxes or other amounts from any sums due Contractor, and Contractor retains all obligations and liabilities relating to the payment of federal, state and local income and employment taxes for Contractor and anyone he/she hires or employs. Contractor shall defend and indemnify the University with respect to, and hold the University harmless from and against, any liability, loss, damage or claim, including expenses of counsel and reasonable attorneys’ fees, arising out of any failure by Contractor to meet his/her withholding or tax obligations.

2. COMPENSATION. In consideration of the services to be provided by the Consultant to University hereunder, University shall pay to Consultant a cost reimbursable fee not to exceed ( ) dollars which is based on an hourly rate of ( ) and a maximum number of ( ) hours (other methods for deriving consultant costs may be used as applicable).

To obtain reimbursement the Consultant shall submit invoices to the University Principal Investigator/Project Director or his/her designee no more frequently than monthly. Each invoice shall be signed and dated and include the name and address of the Consultant, the dates of service the invoice covers, the invoice total, and an itemization of services by date including hours worked and the cost. A final invoice must be received within 30 days after the end date of the agreement. University shall initiate payment within thirty (30) days after receipt of an acceptable invoice.

(include as appropriate) University shall reimburse Consultant for reasonable travel and other expenses that the Consultant incurs in connection with performing the Services based on prior approval from University Principal Investigator/Project Director and not to exceed ( ). The consultant will comply with applicable University travel policy requirements, restrictions, and procedures.

3. TERM. The term of this agreement is from ( ) through ( ). The term will be subject to modification or extension only by mutual written agreement of the parties.

4. TERMINATION. This Agreement may be terminated by either party without cause, upon thirty (30) days prior written notice to the other; provided that if Consultant terminates this Agreement, Consultant shall, upon the written request of University and in accordance with the terms and conditions hereof, nevertheless complete any pending assignments in an orderly fashion. However, in the event that the Sponsor terminates the Sponsored Research Agreement to the University prior to the project’s end date this agreement can be immediately terminated. In the event of an early termination, the University will pay Consultant for services performed through the date of termination.

5. RECORDS. Consultant agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its activities pursuant to this contract. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. University or its
authorized agent shall have the right to audit and inspect such records from time to time during
the Term, upon reasonable notice to Consultant and during Consultant’s ordinary business hours.

University may terminate this Agreement at any time for refusal by Consultant to allow public
access, that may be mandated by law, to all documents, papers, letters, or other non-exempt
materials made or received by Consultant or University in conjunction with this Agreement.

6. CONFIDENTIALITY AND NON-DISCLOSURE. Consultant may have access to and become acquainted
with information, data, materials, methods and processes which are owned by University and/or
the Granting Agency (“Confidential Information”). Consultant acknowledges such Confidential
Information is confidential, and agrees not to disclose any Confidential Information, directly or
indirectly, or use it in any way during the term of this agreement or at any time thereafter, except
as required in the course of Consultant’s performance in accordance with this agreement.

7. INTELLECTUAL PROPERTY. “Intellectual Property” means the legal rights relating to inventions,
patent applications, patents, copyrights, trademarks, mask works, trade secrets, and any other
legally protectable information, including computer software, relating to the Services first created
and/or reduced to practice during the performance of the Agreement or within one year after the
term thereof.

(a) The Consultant hereby assigns and agrees to assign in the future all his/her right, title, and
interest in and to any Intellectual Property whether or not patentable or registered under
copyright or similar laws or statutes, first created and/or reduced to practice by Consultant
either alone or jointly with others. Inventions assigned to University or to a third party at
University’s direction pursuant to this section are hereinafter referred to as University
Inventions.

(b) The Consultant agrees and acknowledges that all original works of authorship which are made
by him/her (solely or jointly with others) in the performance of Services for University and
which are protected or protectable by copyright are “works made for hire” and are the
property of University pursuant to copyright law.

(c) The Consultant shall assist University in every proper way to obtain, and from time to time
enforce, any Intellectual Property rights relating to University Inventions in any and all
countries. The Consultant shall execute, verify, and deliver such proper documents and
perform such other actions as University may reasonably request for use in applying for,
obtaining, perfecting, evidencing, sustaining, maintaining, and enforcing such Intellectual
Property rights and assignment thereof.

(d) Any intellectual property of University and Consultant first created and/or reduced to practice
prior to the execution of this Agreement are their separate property, respectively, and are not
affected by this Agreement. Neither party shall acquire any claims to or rights in any
intellectual properties that were in existence prior to the execution date of this Agreement.

8. NO CONFLICTING OBLIGATIONS. Consultant represents that his/her performance of this
Agreement does not and will not breach or conflict with an agreement with any current or
previous customer, employer or third party.

The Consultant shall not hire any officer or employee of the University to perform any service
covered by this Agreement. For any work to be performed in connection with a federal contract or grant, the Consultant shall not hire any employee of the U.S. government to perform any services covered by this Agreement.

9. COMPLIANCE WITH LAWS. Consultant agrees to abide by all applicable federal, state and local laws, ordinances and regulations and all University regulations and policies, specifically including without limitation University’s sexual harassment regulations and policies and those pertaining to the privacy of student records.

10. CONFLICT OF INTEREST. The Consultant shall disclose to the University any perceived or apparent conflict of interest related to the scope of work of this Agreement. In signing this Agreement, the Consultant accepts the responsibility for disclosure, to the Principal Investigator/Project Director, of all applicable apparent or perceived conflicts of interest.

11. CONSULTANTS WITH FACULTY APPOINTMENTS. If the Consultant has a faculty appointment, Consultant may not use facilities, equipment, materials, funds, personnel or similar resources of their home Institution in the consulting activities. The Consultant may not engage or employ students, post-doctoral fellows or similar researchers to provide services under the consulting agreement. If the Consultant has a faculty appointment, Consultant will abide by the policy of her/his home institution regarding outside consulting agreements.

12. PUBLICITY. Neither party will use the name of the other party, nor of any member of the other party’s project staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of the other party.

13. LIABILITY. Consultant assumes any and all risks of personal injury and property damage with respect to the negligent acts or omissions of Consultant, his/her officers, employees, servants, and agents, or other persons acting or engaged to act by Consultant in furtherance of Services under this Agreement. Consultant agrees, at his/her sole expense, to defend, indemnify and hold harmless the University, its agents, officers, and employees from any claims or suits by a third party against the Consultant or the University, its agents, officers, or employees, or any liabilities or judgements based thereon, arising from or relating to the Consultant’s performance of Services under this Agreement.

14. MODIFICATION. Any agreement to change the terms of this Agreement in any way shall be valid when the change is made in writing and approved by authorized representatives of the parties hereto.

15. WARRANTY. Consultant hereby represents and warrants the following: (a) that he/she is possessed of superior knowledge with respect to the Services; (b) that he/she knows the particular purpose for which the Services are required; (c) that he/she is aware that University is relying upon his/her skill and judgment in providing the Services; (d) that the Services shall be provided with the highest professional degree of care and skill; and (e) that the Services and any other work performed by Consultant hereunder shall be his/her own work, and shall not infringe upon any United States or foreign copyright, patent, trade secret or other proprietary right, or misappropriate any trade secret, of any third party, and that he/she has neither assigned nor otherwise entered into an agreement by which he/she purports to assign or transfer any right, title or interest to any technology or intellectual property right that would conflict with his/her obligations under this Agreement. In the event of a breach of any of the foregoing warranties,
Consultant shall, in addition to any other remedies which may be available to University, supply services to correct such defect at no cost to University.

16. MISCELLANEOUS PROVISIONS.

(a) INDEPENDENT PARTIES. For purposes of this Agreement, the parties are independent contractors and neither may be considered an agent or an employee of the other. No joint venture, partnership, or like relationship is created between the parties by this Agreement. Any income taxes levied on payments to be made to Consultant hereunder shall be exclusively borne by Consultant.

(b) ASSIGNMENT. This Agreement is binding upon and enures to the benefit of the parties and may be assigned only to the successors to substantially the entire business and assets of the respective parties. Any other assignment by either party without the prior written consent of the other party is void (such consent shall not be unreasonably withheld).

(c) GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New York of the United States of America. The parties irrevocably and exclusively submit to the jurisdiction of the state and federal courts of or for the State of New York, including the related appellate courts in any such action or proceeding, and waive any rights to a jury trial.

(d) ENTIRE AGREEMENT. Unless otherwise specified, this Agreement embodies the entire understanding between the University and the Consultant regarding the subject matter contemplated herein, and any prior or contemporaneous representations, either oral or written, are hereby superseded. For clarity, any invoice, purchase order, or similar document issued by either party in support of the Agreement shall be for administrative convenience only, and shall not alter or supplement the terms of this Agreement.

(e) SEVERABILITY. This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

(f) WAIVER. Failure of either party to insist upon strict compliance with any of the terms, covenants and/or conditions of this Agreement should not be deemed a waiver or relinquishment of such terms, covenants and/or conditions or of any similar right or power hereunder at any subsequent time.

(g) COUNTERPARTS. This Agreement may be executed in counterpart copies, and, in the absence of an original signature, faxed or scanned signatures will be considered the equivalent of an original signature, all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper persons thereunto duly authorized as of the Effective Date.

Consultant: UNIVERSITY: