AGREEMENT FOR CONSULTING SERVICES
(Sponsored Research)
Consulting Agreement Number CA###-####-####
IIT PURCHASE ORDER NO. _____**

THIS AGREEMENT is made and entered into as of this __ day of _____, 20__ (the "Effective Date") by and between **ILLINOIS INSTITUTE OF TECHNOLOGY** ("IIT"), an Illinois not-for-profit corporation, having its principal offices at 10 W. 35th Street, Chicago, Illinois 60616, and _____ ("Consultant"), a(n) _____, having its principal **[offices/residing]** at _____.

Recitals

[INSERT TWO OR THREE SENTENCES DESCRIBING WHAT IIT EXPECTS OF CONSULTANT IN TERMS OF SERVICES. A SPECIFIC REFERENCE TO THE RELEVANT PROJECT AWARD AND SPONSOR MUST BE INCLUDED] (the "Project"). Consultant possesses the experience and expertise to so assist IIT. Therefore, by this Agreement, IIT intends to so engage Consultant, and Consultant intends to be so engaged.

Provisions

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, IIT and Consultant agree as follows:

1.   Statement of Work. By this Agreement IIT retains Consultant to **[INSERT A DETAILED DESCRIPTION OF ALL OF THE SERVICES TO BE RENDERED, INCLUDING, BUT NOT LIMITED TO, TIMEFRAMES AND DELIVERABLES]** (collectively, the "Services"). Services shall be rendered in accordance with all applicable provisions of the Project award, if any, which are attached hereto as Exhibit A. In the event of a conflict between a provision set forth in Exhibit A and a provision of this Agreement, the provision set forth in Exhibit A shall control and govern.

In performing the Services, Consultant represents and warrants that it shall comply with all applicable laws and regulations of the United States, State of Illinois and relevant local governments and shall render the Services in a workman-like manner with the customary standard of care.

2.   Payment. During the Term, IIT shall pay Consultant **[INSERT FEE (I.E., FLAT FEE, HOURLY RATE, OR MONTHLY CHARGE)]** as full payment for Consultant's performance of the Services pursuant to this Agreement. **[INSERT ANY SPECIFIC TERMS CONCERNING REIMBURSEMENTS, IF ANY.]** Consultant shall invoice IIT monthly in arrears, with invoices to be sent to **[INSERT NAME AND ADDRESS]**. Invoices shall document with reasonable sufficiency the Services rendered by Consultant for the invoiced period and include supporting documentation for any eligible reimbursement. IIT agrees to pay Consultant within 30 days of receipt thereof.

Any reimbursable and authorized travel expenses must be incurred in a manner that is consistent with IIT's Travel Policy, which can be found at the following weblink: http://web.iit.edu/sites/web/files/departments/general-counsel/policies/procedure_j3_travel.pdf.

Finally, as a condition of payment, Consultant must complete either a Form W-9, Request for Taxpayer Identification Number and Certification (for U.S. citizens or resident aliens) or Form W-8BEN-I, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (for foreign aliens), as appropriate; Consultant also agrees to complete and submit any other forms or certifications that may be required by the funding agency or entity, if any, that is the ultimate sponsor of the Project for which Services are being rendered.

3. <u>Status of Consultant</u>. Regardless of where Consultant performs the Services and with whom Consultant may interact, it is understood and agreed that Consultant is providing the Services to IIT as an independent contractor, not as an employee or agent of IIT. It is further understood and agreed that (i) IIT shall have no obligation to provide any employee benefits, including without limitation, workers' compensation coverage and unemployment benefits, to Consultant, and (ii) Consultant shall be solely liable for the payment of any income tax, whether federal, state or local, as well as FICA and Medicare taxes. Consultant is solely responsible for Consultant's employees. Consultant acknowledges that Consultant is not an agent of IIT, cannot bind IIT in any manner and will not represent or imply to any third party that Consultant is an agent of or can bind IIT.

4. <u>Term and Termination</u>. This Agreement shall remain in full force and effect from the Effective Date through **[INSERT END DATE]** (the "Term"). The Term may be altered or extended to a date certain only by the mutual written agreement of the parties. Notwithstanding the foregoing, IIT may terminate this Agreement for convenience and without liability at any time upon 30 days' prior written notice to Consultant. Upon notification, Consultant shall proceed in an orderly fashion to limit or terminate any outstanding commitments or obligations hereunder, and in the event of such early termination, payments by IIT to Consultant shall be adjusted to reflect the actual Services rendered through the date of such termination. In addition, either IIT or Consultant may terminate this Agreement upon a default. The occurrence of any of the following shall constitute a default: (i) IIT or Consultant fails to perform any provision of this Agreement and such failure is not cured within 15 days after written notice from the non-defaulting party, or (ii) any voluntary or involuntary proceedings are filed by or against IIT or Consultant under bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within 30 days after filing.

5. <u>Indemnification and Insurance</u>. Consultant shall indemnify, defend and hold harmless IIT and its trustees, directors, officers, agents and employees from and against any and all claims, damages, losses and expenses (including attorney's fees) incurred where such claims, damages, losses and expenses arise from or relate to (i) Consultant's negligent act or omission or willful misconduct in performing its obligations under this Agreement, and/or (ii) from its breach of this Agreement. Further, Consultant agrees and acknowledges that it is undertaking to perform the Services called for under this Agreement at its own risk, which it freely and knowingly assumes, and

Consultant hereby releases and promises not to sue IIT and its trustees, directors, officers, agents and employees for any damages or injury (including death) caused by or associated with Consultant's performance of the Services, except for damages or injury to the extent caused by the gross negligence or willful misconduct of IIT, and its trustees, directors, officers, agents and employees.

Consultant shall carry such professional liability insurance as is reasonable and appropriate. In addition, Consultant, at its cost and throughout the Term, shall procure and maintain commercial general liability insurance with limits not less than $1,000,000 combined single limit for any one occurrence covering personal injury, sickness or death or for damage to or the destruction of property arising or resulting from the acts or omissions of Consultant in performing the Services. Such commercial general liability coverage shall name "Illinois Institute of Technology" as an additional insured on a primary and not contributory basis. The form of all policy and deductible thereunder shall be issued by an insurer with an A.M. Best rating of "A- VII" or better. Such coverage shall require at least 10 days' prior written notice to IIT before termination or material modification. Upon execution of this Agreement and within 10 days before the expiration of each such policy, Consultant shall deliver to IIT a certificate evidencing the foregoing insurance or renewal thereof.

6.   Confidentiality. Consultant agrees to treat all information and data that Consultant receives (or has received) from IIT, in whatever format Consultant may receive (or may have received) such information and data, as "Confidential Information", and Consultant shall not disclose Confidential Information to any third party without the express prior written consent of IIT. Consultant further agrees and covenants that any and all Confidential Information shall only be used (and has only been used) for the purposes of performing Consultant's obligations under this Agreement. Consultant further agrees that any and all Confidential Information shall remain (and, at all times, has remained) the property of IIT. Upon termination of this Agreement, Consultant shall surrender any and all Confidential Information transmitted to it by IIT. Consultant's obligations of confidentiality set forth herein shall survive for the greater of two (2) years from the termination of this Agreement or the period of time required by law and applicable to the Confidential Information.

Notwithstanding the foregoing, Confidential Information shall exclude information and data that:

(a) is or which becomes publicly known through no fault of Consultant;
(b) is known to Consultant prior to receipt from IIT, as evidenced by Consultant's written records;
(c) is disclosed to Consultant in good faith by a third party who has an independent right to such information or data;
(d) is independently developed by Consultant, as evidenced by Consultant's written records;
(e) is approved for disclosure by the express prior written consent of IIT; or
(f) is disclosed pursuant to subpoena or governmental regulation, provided that Consultant notifies IIT of the need for such disclosure prior thereto, so that IIT may, as it deems appropriate, seek to challenge the required disclosure or seek a protective order.

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7.   Rights in Data and Intellectual Property. All reports, data, ideas, information and other products of the Services delivered by Consultant to IIT hereunder or developed by Consultant in performing the Services (the "Deliverables") shall be the sole and exclusive property of IIT and shall be deemed "work made for hire" with IIT receiving ownership of copyright therein. Consultant hereby assigns all such rights to IIT. IIT acknowledges and agrees that Consultant shall retain all ownership rights in any of Consultant's pre-existing and proprietary property acquired by Consultant or developed by Consultant prior to the Effective Date that does not include or reflect customization for IIT, or contain any information provided by IIT to Consultant, and is clearly marked as copyright protected or confidential (the "Consultant's Materials"). Subject to the terms of this Agreement, Consultant grants and IIT accepts a worldwide, nonexclusive, nontransferable, royalty-free license to the Consultant's Materials for use only in conjunction with the Deliverables.

8.   Non-Debarment. Contractor represents and warrants to IIT that, to the best of its knowledge and belief, Contractor: (i) is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any federal agency; (ii) has not, within the immediately preceding three-year period, been convicted of or had a civil judgment rendered against Contractor for the (a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; (b) violation of federal or state antitrust statutes relating to the submission of offers; or (c) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and (iii) is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in foregoing (ii); and (d) has not within a three-year period preceding the date of this Agreement, had one or more contracts terminated for default by an agency of the United States government. Contractor shall provide immediate written notice to IIT if Contractor learns that a certification made pursuant to this Section 8 hereunder was erroneous when made or has become erroneous by reason of changed circumstances.

9.   Conflict of Interest. Consultant shall disclose to IIT any perceived or apparent conflict of interest related to the Services that Consultant is to render under this Agreement. In signing this Agreement, Consultant accepts the responsibility for disclosure to IIT of all applicable apparent or perceived conflicts of interest. At a minimum, all such disclosures shall meet the requirements of and be made in accordance with applicable laws and regulations.

10.   Severability. In the event any one or more of the paragraphs or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, the validity, legality and enforceability of the remaining paragraphs and provisions shall not in any way be affected or impaired thereby.

11.   Assignability. This Agreement may not be assigned by either party without the prior written consent of the other party.

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12. <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of law principles, and the parties agree and consent to personal jurisdiction and venue in the state and federal courts of the State of Illinois, County of Cook in any suit or proceeding arising out of the subject matter of this Agreement.

13. <u>Survival</u>. The following sections shall survive the expiration or termination of this Agreement: 5, 6, 7, 8, 9, 10, 11, 12 and 13.

14. <u>Entire Agreement</u>. This Agreement evidences the entire agreement and understanding between parties and may only be amended by a written document signed by both parties.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[INSERT CONSULTANT'S NAME]   **ILLINOIS INSTITUTE OF TECHNOLOGY****

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

** Only an Authorized Employee of IIT's Office of Sponsored Research and Programs May Execute this Agreement for Consulting Services (Sponsored Research).

EXHIBIT A

<u>Project Award Provisions</u>