AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into as of this ___ day of ____________, 200_ by and between ILLINOIS INSTITUTE OF TECHNOLOGY ("IIT"), an Illinois not-for-profit corporation, having its principal offices at 3300 South Federal Street, Chicago, Illinois 60616, and ________________ ("Consultant"), a(n) __________________, having its principal offices at _____________________________.

Recitals

[INERT TWO OR THREE SENTENCES DESCRIBING WHAT IIT EXPECTS OF CONSULTANT IN TERMS OF SERVICES INCLUDE A REFERENCE TO THE PROJECT AND SPONSOR, IF ANY.] Consultant possesses the experience and expertise to so assist IIT, and IIT intends by this Agreement to so engage Consultant.

Provisions

NOW THEREFORE, in consideration of the mutual covenants and agreement contained in this Agreement, IIT and Consultant agree as follows:

1. Statement of Work. By this Agreement IIT retains Consultant to [INSERT A SPECIFIC DESCRIPTION OF DUTIES, INCLUDING TIMEFRAMES AND DELIVERABLE AS WELL AS ANYTHING OF PARTICULAR NOTE THAT YOU ARE NOT AGREEING TO DO] (collectively, the "Services").

In the performance of these Services, Consultant shall comply with all applicable laws and regulations of the United States, the State of Illinois and local governments.

2. Payment. During the term of this Agreement, IIT shall pay Consultant [INSERT PAYMENTS DUE] per month as full payment for Consultant’s performance of Services pursuant to this Agreement. [INSERT TERMS CONCERNING REIMBURSEMENTS, SUCH AS TRAVEL EXPENSES.] [INSERT PAYMENT TERMS.]

In addition, 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. Status of Consultant. It is understood and agreed that Consultant is providing the Services called for under this Agreement to IIT as an independent contractor and not as an employee or agent of IIT. Whether an employee of either party to this Agreement performs his or her duties at IIT’s or Consultant’s facility or elsewhere and whether he or she works with an employee of the other party, the employee shall, at all times, remain an employee of IIT or Consultant, as the case may be, and shall be treated as such in terms of salary, worker compensation, taxes, employee
benefits and the like. Each party to this Agreement shall assume full financial responsibility for all of its employees working on this Agreement and shall protect the other from any claims that its employees may make against the other party. Consultant is solely responsible for Consultant’s employees, and Consultant is not an agent of IIT and cannot bind IIT in any manner.

4. Term and Termination. This Agreement shall be and remain in full force and effect from [INSERT START AND END DATE]. The term may be altered or extended to a date certain only by the mutual written agreement of the parties. IIT may terminate this Agreement 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 based on the actual services rendered. In addition, either IIT or Consultant may terminate this Agreement upon a default of this Agreement. The occurrence of any of the following shall constitute a default (“Default”): (i) IIT or Consultant fails to perform any provision of this Agreement and such failure is not cured within 30 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 case of any involuntary proceedings, are not dismissed within 30 days after filing.

5. Indemnification. Consultant shall indemnify, defend and hold harmless IIT and its trustees, directors, officers, employees and agents from and against any and all claims, damages, losses and expenses (including attorney’s fees) incurred or brought by Consultant and by all third party’s, where such claims, damages, losses and expenses arise from or relate to (i) Consultant’s negligent act or omission in performing his obligations under this Agreement, and/or (ii) from his breach of this Agreement. Further, Consultant agrees and acknowledges that he is undertaking to perform the Services called for under this Agreement at his own risk, which he freely and knowingly assumes, and Consultant hereby releases and promises not to sue IIT and its trustees, directors, officers, employees and agents for any damages or injury (including death) caused by, derived from or associated with Consultant’s performance of the Services called for under this Agreement, except for such damages or injury as may be caused by the willful misconduct of IIT, trustees, directors, officers, employees or agents.

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 prior 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 his 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, the Consultant shall surrender any and all Confidential Information transmitted to him by IIT. Consultant’s obligations of confidentiality set forth herein shall survive for a period of two (2) years from the termination of this Agreement.

7. Rights in Data and Intellectual Property. Unless IIT’s agreement with the Sponsor sets forth specific provisions for determining the ownership and rights to inventions and discoveries, in
which case those provisions shall so govern, all original data and records of work performed by Consultant, including, but not limited to, those prepared pursuant to Section 1 above or at the request of IIT under this Agreement, shall be deemed "works for hire" and shall become the property of IIT. The parties acknowledge and agree that any inventions or copyrights arising out of, resulting from or related to the Services to be rendered under this Agreement shall belong to IIT.

8. Conflict of Interest. Consultant shall disclose to IIT any perceived or apparent conflicts 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.

9. 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 be in any way be affected or impaired thereby.

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

11. Applicable Law. 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 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.

12. Entire Agreement. This Agreement evidences the entire agreement and understanding between parties and may only be amended by a written document signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the date first set forth above.

[INSERT COMPANY NAME] 

By: ____________________________

Name: __________________________

Title: ___________________________

ILLINOIS INSTITUTE OF TECHNOLOGY 

By: ____________________________

Name: __________________________

Title: ___________________________