AGREEMENT FOR CONSULTING SERVICES

This Agreement is made between Barnard College and________________, an independent contractor located at________________________________________ (“Consultant”).

1. General Provisions:

Consultant agrees to perform the services set forth in Exhibit A (“Consulting Services”), with the standard of professional care and skill customarily provided in the performance of such services, to the satisfaction of the College during the term of this Agreement.

2. Payment for Services

☐ The College shall pay Consultant at the rate of $___________ per hour, for a maximum of _________ total hours of work. Any hours in excess of _________ must be approved, in writing, by Barnard College.

☐ The College shall pay to Consultant for the performance of all services rendered pursuant to and during the term of this Agreement the sum of _____________. These fees shall include normal operating and office expenses or costs associated with completion of the work to be done. The College shall not be liable for any costs or expenses paid or incurred by Consultant in performing services for the College, unless specific exception is provided herein.

Consultant shall submit an invoice and adequate receipts and documentation as requested by College to support reimbursement of all reimbursable expenses.

3. Term

The Consulting Services to be provided under this Agreement shall commence on ______, and will be completed on ______.

4. Consultant’s Capacity and Responsibilities

a. Consultant is an independent contractor and not the agent or employee of the College. Consultant is not an employee and is not entitled to tax withholding, Worker’s Compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

b. It is agreed that Consultant assumes all responsibility for the following as regards to its employees:

1. Payment of all Federal, State, or Local taxes and all withholding and accounting therefore;
2. Workers compensation or other insurance;
3. Other expenses regarding its employees, including payment of any union dues, and such other expenses as are provided by agreement with such employees or required by law.

c. Consultant agrees to indemnify and hold the BC harmless from such expenses and liabilities related to its function as an independent contractor.

d. Consultant shall not have the authority to enter into any contract or agreement to bind College and shall not represent to anyone that Consultant has such authority.
e. Consultant represents and warrants to the College that in performing the Consulting Services, Consultant will not be in breach of any agreement with a third party.

5. Confidentiality of Information

a. Consultant agrees to keep confidential and not disclose to third parties any information provided by College pursuant to this Agreement unless Consultant has received prior written consent of College to make such disclosure. This obligation of confidentiality does not extend to any information that:

i. Was in the possession of Consultant at the time of disclosure by the College, directly or indirectly;

ii. Is or shall become, through no fault of Consultant, available to the general public, or

iii. Is independently developed and hereafter supplied to Consultant by a third party without restriction or disclosure.

b. This provision shall survive expiration and termination of this Agreement.

6. Indemnity and Hold Harmless

To the maximum extent permitted by law, Consultant agrees to defend, and specifically agrees to indemnify the College, its trustees, officers, directors, agents, employees and partners (hereinafter collectively, "Indemnites"), and to hold the Indemnites harmless from and against all claims, suits, damages, liabilities, losses and expenses, including but not limited to attorney’s fees, costs, court costs, expenses and disbursements, arising out of or resulting from arising out of or in any manner connected with Consultant’s agreed upon scope of services under this agreement, except if such claim, loss, or damage shall have been caused by the gross negligence, willful misconduct, or intentional acts of the College.

In no event shall either party be responsible for any special, incidental or consequential damages suffered by the other party and their respective employees and agents.

7. Insurance

During the term of this Agreement Consultant shall maintain the following insurance policies: (a) Commercial General Liability (CGL) Insurance of not less than $1,000,000 per Occurrence/ $2,000,000 aggregate; and (b) Workers Compensation Insurance in accordance with state statutory limits. Barnard College shall be added as an additional insured on such policies. Consultant agrees that such insurance may not be revoked, reduced or changed in any way.
without 30 days’ advance written notice to Barnard. Certificates of Insurance shall be provided to Barnard upon request.

8. **Property Rights and Reports**

Consultant agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements developed by Consultant solely or with others, resulting from the performance of Consulting Services pursuant to this Agreement are the property of College, and Consultant agrees to assign all rights therein to College. Consultant further agrees to provide the College with any assistance which the College may require to obtain patents or copyright registrations, including the execution of any documents submitted by the College.

This provision shall survive expiration and termination of this Agreement.

9. **Assignment**

Consultant may not assign, transfer, convey, pledge, or otherwise dispose of its interest or delegate any part of its duties hereunder without the prior written consent of College.

10. **Termination**

Either party may at any time and for any reason terminate this Agreement upon not less than 30 days prior written notice to the other party.

The College may terminate this Agreement at any time for breach thereof by Consultant.

Fees and expenses paid prior to notice of cancellation are non-refundable. Fees and expenses incurred between the date of notice and cancellation itself shall be pro-rated based on 30 days notice. At termination of this Agreement, Consultant will return to Barnard all materials related to the Consulting Services.

Within 45 days following the cancellation of this Agreement Consultant will provide to Barnard a summary of all work performed by Consultant up to and including the termination of this Agreement, including all relevant financial reports.

11. **Coordination**

Consultant shall cooperate with such consultants, persons, or entities as the College shall designate, from time to time, in connection with the services to be performed by Consultant hereunder; and, Consultant agrees to meet with such consultant and other persons or entities at such times as the College may require in order to maintain a continuous review process so as to expedite determinations and approvals required to be made in the various phases of the performance of the work pursuant to this Agreement.

12. **Notices**
Any notice, approval, consent, acceptance, request, bill, demand, or statement hereunder from either party to the other shall be in writing and shall be deemed given when deposited with the United States Postal Service in a postage pre-paid envelope sent regular mail or delivered by hand from one party to the other with an appropriate receipt obtained, addressed as follows:

If to the College, submitted to:

Attention:
Barnard College
3009 Broadway
New York, NY 10027

With a copy to:

Office of the General Counsel
Barnard College
3009 Broadway
New York, NY 10027

If to Consultant, submitted to:
NAME:
ADDRESS:

13. Captions or Headings

The captions or headings of the various articles, paragraphs and subparagraphs contained in this Agreement are intended for convenience and for reference purposes only and in no way define, limit, or describe the scope or intent of this Agreement or in any way effect this Agreement.

14. Miscellaneous

A. If this Agreement contains any unlawful provisions not an essential part of the Agreement and which appear not to have been a controlling or material inducement to the making hereof, the same shall be deemed to be of no effect, and the same shall, upon the application of either party, be stricken from this Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provisions.

B. This Agreement shall be construed in accordance with the laws of the State of NY, whose courts shall have jurisdiction over all disputes arising from this Agreement.

C. This Agreement constitutes the entire agreement between the parties and incorporates all prior understandings in connection with the subject matter hereof. This Agreement may not be changed, waived or discharged except by an instrument in writing signed by the party against whom such change, waiver or discharge is sought to be enforced.
D. The parties may execute this agreement in counterparts, each of which is deemed an original and all of which only constitute one original.

E. The terms, conditions, and representations contained in this Agreement shall survive the termination or expiration of this Agreement.

F. Failure of the College to insist on strict compliance with any terms of this Agreement shall not result in a waiver or modification of said terms.

Barnard College

By: _____________________       Date: __________________

CONSULTANT

________________________    Date: ________________