



25 Love Lane
 Concord, MA 01742
 phone: 978-405-3200
 fax: 978-405-2076
 www.concord.org

CONSULTANT SERVICE AGREEMENT CSA No.:

Consultant
 Address

 City State Zip
 Phone SSN/TID
 Email
 Notes

**Return signed CSA to
 Lisa Buoncuore
 Concord Consortium
 25 Love Lane
 Concord, MA 01742 - FAX: 978-405-2076**

PI or PD:
 Project Name:
 Project No.:

Consultant agrees to perform all services below to Concord Consortium's (CC) reasonable satisfaction.

Start Date: This Agreement Terminates:

COMPENSATION: Upon satisfactory completion of the services described below CC shall pay Consultant compensation of up to . Consultant will be reimbursed for the actual deliverables performed under this contract. This contract will be considered closed as of the termination date above. Any remaining monetary balance at the end of the contract period will revert back to CC.

STATEMENT OF WORK			
Deliverable Summary		Due Date	Amount

SEE ATTACHED TERMS AND CONDITIONS

Consultant MUST sign and date below
 Return one copy to Lisa Buoncuore at CC
 Retain one copy for your records.

By Authorized Agent of

 Signature

 Date

 Name

 Title

 Signature

TERMS AND CONDITIONS

The following Terms and Conditions, together with the statement of work, amount and due date set forth on the Face Page of the Consultant Services Agreement, shall constitute the entire Agreement between the Consultant / Independent Contractor and Concord Consortium (CC).

1. Signed invoices shall be submitted upon completion of each deliverables to CC by Consultant and shall include:

- a. Consultant's legal or business name for use on annual IRS 1099 form
- b. Consultant's street address, phone number, E-mail address, and Social Security number
- c. CC's project title(s) or number(s) and dates of service to each project
- d. Description of services performed in the statement of work on the Face Page of this Agreement
- e. Total amount to be charged each project
- f. Final invoice must be submitted no later than 30 days after the termination date of this Agreement

2. Invoice Time Period Limits: For CC reporting its annual pay to Consultant with IRS Form 1099, no invoice from Consultant shall include work in two calendar years. For CC's fiscal year closing, no Consultant invoice shall include work in two CC fiscal years; CC's fiscal year starts October 1 and ends September 30.

3. Term and Termination: This Agreement shall be effective per the dates on the Face Page of this Agreement, and shall continue in effect until the termination date on the Face Page of this Agreement. Both parties may amend this Agreement only in writing. Either party with written notice may terminate this Agreement at any time. The Consultant will send a final invoice for contracted work completed up through the day of termination. CC shall pay Consultant for all allowable, non-cancelable obligations in the event of termination by CC as allowable under applicable regulations.

4. Ownership: All right, title and interest in and to all designs, software, firmware, related documentation and works of authorship prepared by Consultant for CC pursuant to this Agreement shall belong exclusively to CC. Consultant agrees that works of authorship, created within the scope of this agreement, constitute works made for hire and hereby assigns ownership of the trademarks, copyrights, patents and any other intellectual property rights in them to CC. There shall be no obligation of CC or any of its licensees to designate Consultant as author of any designs, software, firmware, related documentation, or other work of authorship when distributed publicly or otherwise, nor to make any distribution thereof. Consultant hereby waives and releases all rights, if any, to the foregoing works made for hire, and agrees to assist CC in any manner deemed necessary by CC to permit CC to apply for, obtain and enforce related trademarks, copyrights or patents. Consultant will certify that all materials delivered are consistent with licensing goals for the project in which they will be included. Consultant will not include any third-party software or content in their work product without review and approval by CC of the distribution license for that third-party software or content.

5. Ownership Exceptions: If negotiated, CC and Consultant agree to the noted ownership exceptions on the Face Page of this Agreement.

6. Non-Disclosure of Information: All materials and information given or disclosed to Consultant by CC or prepared by Consultant for CC under this Agreement, whether proprietary to CC or not, shall be deemed confidential. Consultant agrees to keep such materials and information strictly confidential and not disclose them to any third party at any time, before, during or after the term of this Agreement, without CC's written consent. Upon ending of this Agreement, Consultant shall surrender to CC, if CC so requests in writing, all written and descriptive materials, including but not limited to drawings, software, models, partially completed work, descriptions and all other papers and documents and materials relating to any work performed for or on behalf of CC under this agreement. This Section shall apply regardless of whether CC's confidential information is produced by Consultant or not. This Section shall survive termination of this Agreement.

7. Independent Contractor Status: It is agreed that Consultant is performing services under this Agreement as an independent contractor for CC and not as an employee, agent or representative of CC. CC's liability hereunder shall be limited to the stated amount on the Face Page of this Agreement. .

8. Taxes: Consultant agrees to pay and to take sole responsibility for all applicable taxes that may arise as a result of this Agreement, including but not limited to social security, income tax withholding, disability and other payroll tax requirements. CC may, at its option, require Consultant to furnish proof of payment of taxes by completing IRS Form 4669.

9. Conflict of Interest: Neither Consultant nor any of Consultant's personnel assigned to work under this Agreement shall engage in any work or undertaking that may conflict with or create any legal impediment to Consultant's performance under this Agreement or the rights herein granted by Consultant to CC during the term of this Agreement and for a period of one year thereafter. Consultant represents that there is no such present conflict of interest or any legal impediments to Consultant's performance under this Agreement.

10. Indemnity: Consultant shall, at Consultant's expense, indemnify, defend and hold harmless CC from and against all losses, costs, damages and expenses resulting from claims by third parties that any right, title or other interest granted by Consultant under this Agreement or any Service, invention, materials, hardware, documentation, design, drawing, method, report, record, software or other item provided by Consultant under this Agreement infringes on the rights of any person or entity. Consultant shall immediately notify CC in writing of each and every claim by any person or entity that might affect CC's rights under this Agreement.

11. Miscellaneous: Consultant shall not assign this Agreement or any right or obligation hereunder without CC's consent, and any attempted assignment without CC's written consent shall be deemed void. Failure of either party to insist in any instance upon strict performance by the other party of any term, condition or obligation set forth in this Agreement shall not be deemed a waiver of such or any other provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors of CC and of Consultant. This Agreement represents the entire understanding of the parties hereto and supersedes all prior written or oral agreements with respect to the subject matter hereof. Any dispute arising out of this agreement requiring litigation shall take place in a state or federal court located in the greater Boston area. The laws of the Commonwealth of Massachusetts, excluding its conflict of laws rules, shall govern this Agreement.

12. Enforceability: If any provision of this Agreement is held invalid by law, this shall not affect the other provisions of this Agreement, the application of the invalid provision to any circumstance other than that with respect to which this Agreement was found to be unenforceable, or the validity or enforceability of this Agreement as a whole.

13. Debarment, Suspension, and Other Responsibility Matters: Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.