

**AGREEMENT TO PERFORM EDUCATIONAL, RESEARCH, AND/OR
PROJECT CONSULTING SERVICES**

This AGREEMENT is hereby entered into between **Claremont Graduate University**, hereinafter referred to as "CGU," and, _____, hereinafter referred to as "Consultant". Collectively, both Consultant and CGU are hereinafter referred to as "The Parties".

RECITALS

WHEREAS, CGU is a unique graduate studies only university providing worlds class masters and doctoral programs in several disciplines.

WHEREAS, CGU is authorized to contract with any persons or corporation for the furnishing of special services and advice concerning educational project consulting, if such persons or corporation are specially trained and experienced and competent to perform the special services required, and

WHEREAS, CGU is in need of such special services and advice, and

WHEREAS, Consultant is specially trained and experienced and competent to perform the special services required by CGU, and such services are needed on a limited basis.

NOW, THEREFORE, in consideration of these mutual promises, The Parties agree as follows:

TERMS AND CONDITIONS

I. DESCRIPTION OF SERVICES

Consultant services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of the subject industry. Services to be provided by Consultant include:

See scope of Work in Exhibit I

The required scope and deliverables to be provided to CGU from the Consultant are identified in entirety in Exhibit I of this Agreement. Consultant shall have sole control of the means, methods, and manner of performing the services, CGU being concerned only with the results contracted for. Consultant shall not be required to work or be available on a set schedule or for a minimum or maximum number of hours per day or week. Consultant shall work as necessary to complete the services contracted for in a timely and efficient manner.

II. COMPENSATION AND PAYMENT

CGU agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \$ _____, billed according to the payment schedule in Exhibit I. CGU shall pay Consultant after CGU's approval of completion of services by Consultant and pursuant to invoice submission by Consultant. Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Consultant Taxpayer Identification Number. The appropriate institutional official must sign any invoice submitted for payment. Invoices shall be paid on a "net 30s day basis" for services satisfactorily rendered pursuant to this Agreement. The final invoice must be clearly marked "FINAL" and must be submitted no later than 40 days after the termination of this Agreement. No invoices will be paid unless this Agreement has been fully executed by both Consultant and CGU, and Consultant has submitted a completed Vendor Form W9 to CGU. If the Consultant is not a resident of the State of California and comes to California to perform any part of their scope of work, California State Taxes will be withheld from any payment issued. Additionally, payments made to non-us residents are required to submit an IRS form W8BEN. Payments may be subject to Federal withholding of up to 30% unless there is an applicable tax treaty.

III. TERM AND TERMINATION

The term of this Agreement shall commence on **day and year last herein written**, and unless terminated earlier, shall continue through and including the last day of performance of services, as stated in Exhibit I

attached hereunto. Either party can terminate this Agreement any time in writing via notice as specified below for any reason.

IV. RELATIONSHIP OF THE PARTIES

A. Independent Contractor Status

Consultant, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of CGU. Consultant, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of CGU, and are not entitled to benefits of any kind or nature normally provided employees of CGU and/or to which CGU's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation benefits. Consultant assumes the full responsibility for his/her acts and/or liabilities including those of his/her employees or agents as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, social security, Medicare, and State disability insurance, if applicable, with respect to Consultant's employees. Consultant should be aware the IRS regulations require CGU to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. CGU will not withhold taxes, unemployment insurance or social security for Consultant or Consultant's employees or independent subcontractors. Consultant agrees to indemnify and hold CGU harmless from and against any and all liability arising from any failure of Consultant to withhold or pay any applicable tax, unemployment insurance or social security when due.

During the term of this Agreement, Consultant is not required to devote his/her services exclusively to CGU and is not precluded from engaging in any other business activity.

B. No Insurance or Benefits

Consultant is solely responsible for the payment of all applicable taxes incurred as a result of this Agreement, whether federal, state, or local, including, but not limited to income taxes, Social Security taxes, and any other fees, charges, licenses or other payments required by law. Consultant shall not be entitled to participate in any retirement, pension or benefit plan provided by CGU to its employees, including, but not limited to, health insurance, paid vacation, paid holidays, sick leave or disability insurance.

V. MATERIALS AND EXPENSES

Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. CGU shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for CGU, except that authorized travel by Consultant in connection with Agreement services shall be reimbursed by CGU at rates established by CGU.

VI. CONFIDENTIALITY & INTELLECTUAL PROPERTY

All services, products and data generated by Consultant in the performance of this Agreement shall be the property of CGU, and shall be maintained with strict confidentiality by Consultant, and shall not be used for any other purposes without the prior written consent of CGU. Trade secrets, proprietary information, client data, business plans, graphic images, brand names/concepts, pricing strategies and any intellectual property will be owned by CGU and shall be owned solely by CGU. If the Consultant is professionally engaged as a higher education services provider, then the Parties agree that Consultant's proprietary materials including but not limited to course content, software and decision support tools, sources, software and decision support tools, sources, vendors, clients and contacts not related to CGU project shall remain solely under the control and ownership of the Consultant. Consultant is strictly prohibited from using any of CGU's trademarked images for any purpose, including but not limited to the University Seal, branded images, and trade dress.

VII. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and delivered by way of U.S. Certified Mail, Federal Express, or by personal service. Notice shall always be sufficiently given when it is personally delivered to the recipient in writing, and shall be effective upon the date of such personal delivery. Notice by U.S. Certified Mail or Federal Express shall be effective upon the date of receipt. No notice may be transmitted by facsimile. The respective delivery addresses for notices are as follows:

FOR CONSULTANT

Name

Title

Address 1

Address 2

City, State, Zip (or foreign equivalent)

Telephone

E-mail

FOR CLAREMONT GRADUATE UNIVERSITY

Claremont Graduate University

Attn: _____

150 E. Tenth St

Claremont, CA 91711

Phone: _____

Email: _____

VIII. INDEMNIFICATION

The Parties agree to indemnify, hold harmless and, upon request, defend each other from and against any and all losses, claims, liabilities, and expenses of any kind, including reasonable attorney's fees, if any, which The Parties may suffer or incur as the result of each other's acts or omissions in the performance of this Agreement.

IX. CONTROLLING LAW

This Agreement shall be governed and enforced in accordance with the laws of the State of California. If any provision of this Agreement shall be held to be invalid under any state or federal law, it shall be interpreted if possible to conform to such law, or, if not possible, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.

IX. ASSIGNMENT

This Agreement shall not be assignable by either party without the written consent of the other. Except as provided in the immediately preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of The Parties hereof.

X. ARBITRATION

Any controversy or claim exceeding the jurisdiction of Small Claims Court arising out of or relating to this Agreement, including the classification of Generic Consultant as independent contractors, shall be resolved by final and binding arbitration before a neutral arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The remedies available shall be the same as those available in civil court and adequate discovery shall be permitted. The arbitrator will provide a written decision. The arbitrator shall allocate the administrative fees and his/her fees pursuant to applicable law.

XI. COMPLIANCE FEDERAL DEBARMENT AND SUSPENSION REQUIREMENTS

Consultant certifies by signing this 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.

XII. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement of The Parties and supersedes any other negotiations, discussions, and express or implied agreements. No modifications or change shall be binding upon The Parties unless such modification or change is in writing and signed by The Parties.

IN WITNESS WHEREOF, The Parties have executed this agreement by their duly authorized officers on the day and year last herein written.

FOR CONSULTANT

Print Name

By _____
Signature Date

Title

FOR CLAREMONT GRADUATE UNIVERSITY

_____ Date

SCOPE OF THE ENGAGEMENT:

CONSULTING FEES AND EXPENSES:

SCHEDULE (Start and end Dates):