ARIZONA BOARD OF REGENTS

AGREEMENT FOR CONSULTANT SERVICES

DATE:

PARTIES:  THE ARIZONA BOARD OF REGENTS, for and on behalf of

ARIZONA STATE UNIVERSITY
(hereinafter referred to as ("The UNIVERSITY"); and

__________________________
__________________________
__________________________

(hereinafter referred to as ("CONSULTANT")

AGREEMENT

I

The UNIVERSITY desires to retain CONSULTANT, and CONSULTANT desires to provide services to the UNIVERSITY, in his/her capacity as an independent contractor, upon the terms and conditions set forth in this Agreement.

II

CONSULTANT shall provide those services set forth on Exhibit "A" attached to this Agreement.

III

The term of this Agreement shall commence on _____________, 19__, and shall conclude on _____________, 19__, unless sooner terminated by either party. The UNIVERSITY may terminate this Agreement with or without cause upon ten (10) days written notice to the CONSULTANT. If this Agreement is terminated the UNIVERSITY shall have no further obligations other than payment for services already rendered and for expenses previously incurred.
IV

The UNIVERSITY agrees to pay CONSULTANT, as consideration for performance of the consulting services, the sums as set forth in Exhibit A.

V

The UNIVERSITY agrees to reimburse CONSULTANT for expenses as set forth and outlined in Exhibit A.

VI

For all purposes under the terms of this Contract, CONSULTANT shall be an independent contractor, and not an officer or employee of the UNIVERSITY. The UNIVERSITY shall provide no employee benefits, including but not limited to Workmen's Compensation coverage, regularly afforded to staff, faculty, administrative or professional employees. In performance of services hereunder, CONSULTANT shall determine his/her necessary hours of work. CONSULTANT shall provide whatever tools, equipment, vehicles and supplies CONSULTANT may determine to be necessary in performance of services hereunder. CONSULTANT may establish offices in such locations within or outside Arizona, as CONSULTANT may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to CONSULTANT.

VII

The conduct and control of work under this Contract lies solely with CONSULTANT, and the UNIVERSITY is interested only in final results to be achieved. The UNIVERSITY shall be permitted to retain other consultants performing the same or similar tasks, and CONSULTANT shall be permitted to provide services to other parties, consistent with CONSULTANT's obligation to complete the services undertaken pursuant to the terms of this Agreement.

VIII

CONSULTANT shall provide such interim written reports concerning the performance of services and research under this Contract as the UNIVERSITY may request in writing, and upon expiration or other termination of the Agreement shall at the request of the UNIVERSITY provide a written report to the UNIVERSITY setting forth the results of the work performed hereunder.
IX

All reports, drawings and other work products produced by CONSULTANT as a part of the services rendered under this Agreement shall be provided to and be the sole property of the UNIVERSITY. CONSULTANT shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of the UNIVERSITY.

X

The parties agree to comply with Arizona Executive Order 75-5, prohibiting discrimination in employment by government contractors, to the extent applicable to this Agreement.

XI

The parties agree that this Agreement may be canceled by the Governor of the State of Arizona for conflict of interest in accordance with A.R.S. Statute 38-511.

XII

The parties agree to submit all disputes arising hereunder to the claims resolution procedures of the Arizona Board of Regents Procurement Policies Section 3-809C.

XIII

Without limiting any liabilities or any other obligations of CONSULTANT, CONSULTANT shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing. Coverage will be provided with forms and insurers acceptable to the UNIVERSITY, until all obligations under this contract are satisfied.

1. If applicable, Workmen's Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of the Services, and Employers' Liability insurance with a minimum limit of ONE HUNDRED THOUSAND DOLLARS ($100,000.00).
2. Comprehensive General Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS ($1,000,000.00) each occurrence. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual and products and completed operations. Said policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) each occurrence with respect to CONSULTANT's owned, hired or non-owned vehicles, assigned to or used in performance of the Services.

4. The policies required by Sections 2 and 3 herein shall be endorsed to include the State of Arizona, the Arizona Board of Regents and the UNIVERSITY, their agents, officials and employees as additional insured and shall stipulate that the insurance afforded CONSULTANT shall be primary insurance and that any insurance carried by the State of Arizona, the Arizona State Board of Regents and the UNIVERSITY, their agents, officials or employees shall be excess and not contributory insurance to that provided by CONSULTANT.

5. A certificate of insurance acceptable to the UNIVERSITY shall be issued to the UNIVERSITY as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificate shall identify this contract and contain provisions that coverage afforded under the policies will not be canceled, terminated or materially altered until at least 30 days prior written notice has been given to the UNIVERSITY and Risk Management. Certificates of insurance should be addressed as follows:

**State Agency**

Arizona Board of Regents  
Facilities & Services  
Arizona State University

**Purchasing & Business Services**

Tempe, AZ 85287-0401

State Risk Management  
1818 West Adams  
Phoenix, Arizona 85007
6. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract upon which the UNIVERSITY may immediately terminate this Agreement, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the UNIVERSITY shall be repaid by CONSULTANT to the UNIVERSITY upon demand, or the UNIVERSITY may offset the cost of the premiums against any monies due to CONSULTANT from the UNIVERSITY. Costs for coverage maintained by CONSULTANT in excess of those required shall not be charged to the UNIVERSITY without prior approval of the UNIVERSITY.

7. The UNIVERSITY reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.

8. CONSULTANT and its insurers providing the required coverages shall waive all rights of recovery against the State of Arizona, the Arizona Board of Regents and the UNIVERSITY, their agents, officials, and employees.

XIV

CONSULTANT shall indemnify, defend, and save harmless the State of Arizona, the Arizona Board of Regents, and the UNIVERSITY from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the State of Arizona, the Arizona Board of Regents, and the UNIVERSITY on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of CONSULTANT, its employees, agents or representatives in connection with or incident to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims or employees of CONSULTANT or claims under similar such laws or obligations. CONSULTANT's obligation under this Section shall not extend to any liability caused by the sole negligence of the State of Arizona, the Arizona Board of Regents and the UNIVERSITY, or their employees.
XV

This Agreement may be canceled without any further obligation on the part of THE ARIZONA BOARD OF REGENTS and the UNIVERSITY in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. CONSULTANT shall be notified in writing of any such non-appropriation at the earliest opportunity.

XVI

All books, accounts, reports, files and other records relating to this Agreement shall be maintained and shall be subject at all reasonable times to inspection and audit by the UNIVERSITY for five (5) years after completion of this Agreement. Such records shall be produced at a place designated by the UNIVERSITY, upon reasonable notice to the CONSULTANT.

XVII

The UNIVERSITY and CONSULTANT recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the UNIVERSITY. Therefore, the CONSULTANT hereby assigns to the UNIVERSITY any and all claims for such overcharges.

WHEREFORE, the parties have executed this Agreement the date set forth above.

THE ARIZONA BOARD OF REGENTS
for and on behalf of

ARIZONA STATE UNIVERSITY
(UNIVERSITY) ______________________________

(CONSULTANT) ______________________________

By ______________________________
Title ______________________________
EXHIBIT A

TO

AGREEMENT FOR CONSULTANT SERVICES

I SERVICES:

II FEES FOR SERVICES:

The UNIVERSITY agrees to pay CONSULTANT, as consideration for performance of the consulting services as set forth in the preceding paragraph, the total sum of $__________, payable as follows:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

III REIMBURSEMENT FOR EXPENSES:

The UNIVERSITY AGREES TO REIMBURSE CONSULTANT up to a maximum of $__________, for expenses as follows:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Prior approval is required for any individual expenses in excess of $__________. Each request for reimbursement must be itemized and accompanied by receipts. Reimbursement for auto travel will be made at the rate permitted State employees.
EXECUTIVE ORDER NO. 75-5

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

PART I: Nondiscrimination in employment by government contractors and subcontractors.

All government contracting agencies shall include in every government contract hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, sexual orientation or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex, sexual orientation or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will in all solicitations or advertisement for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, sexual orientation or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this Executive Order and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
D. The contractor will furnish all information and reports required by the contracting agency and will permit access to his books, records and accounts by the contracting agency and the Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.

E. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders or the Arizona Civil Rights Division said noncompliance will be considered a material breach of the contract and this contract may be canceled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts until said contractor has been found to be in compliance with the provisions of this order and the rules and regulations of the Arizona Civil Rights Division, and such sanctions may be imposed and remedies revoked as provided in Part II of this order, and the rules and regulations of the Arizona Civil Rights Division.

F. The contractor will include the provisions of paragraphs A through E in every subcontractor purchase order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect in the subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Arizona to enter into such litigation to protect the interests of the State of Arizona.

G. Each contractor having a contract containing the provisions prescribed in this section shall file and shall cause each of his subcontractors to file compliance reports with the contracting agency or the Civil Rights Division, as may be directed. Compliance reports shall be filed within such times and shall contain such information as the practices, policies, programs and employment policies, programs and employment statistics of the contractor and each subcontractor and shall be in such form as the Arizona Civil Rights Division may prescribe.
H. Bidders or prospective contractors or subcontractors shall be required to state whether they have participated in any previous contract subject to the provisions of this order or any preceding similar Executive Order and in the event to submit on behalf of themselves and the proposed subcontractors compliance reports prior to, or as in initial part of negotiation of a contract.

I. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include such information from such labor unions or agency practices and policies affecting compliance as the contracting agency or Civil Rights Division may prescribe; provided that, to the extent such information is within the exclusive possession of labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify the contracting agency as part of its compliance report and shall set forth what efforts he has made to obtain such information.

J. The contracting agency or the Civil Rights Division shall require that the bidder or prospective contractor or subcontractor shall submit as part of his compliance report a statement in writing signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training with which the bidder or prospective contractor deals with supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, sex, sexual orientation or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purpose and provisions of this order. In the event that the union or the agency shall refuse to execute such a statement, the compliance shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Civil Rights Divisions may require.
PART II. Enforcement

The parties to the contract agree that the Civil Rights Division may investigate the employment practices of the contractor or any subcontractor employed by the contractor or initiate an investigation by an appropriate contracting agency or determine whether or not any of the contractual provisions pertaining to discrimination in this contract have been violated. Such investigations shall be conducted in accordance with the procedures established by the Civil Rights Division, and the investigation agency shall report to the Civil Rights Division any action taken or recommended. The Civil Rights Division may receive and investigate or cause to be investigated complaints by employees or prospective employees of the contractor or subcontractor under this agreement which allege discrimination contrary to the contractual provisions of this agreement. If the investigation is conducted for the Civil Rights Division by an agency other than the Civil Rights Division, that agency shall report to the Civil Rights Division what action has been taken or is recommended with regard to such complaint.