

ARIZONA BOARD OF REGENTS
AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of _____, 20__ (the “Effective Date”), between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY (“University”) and _____ (“Consultant”).

RECITALS:

A. 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.

AGREEMENT:

1. Consultant shall provide those services set forth on Exhibit "A" attached to this Agreement.
2. The term of this Agreement shall commence on the Effective Date and shall conclude on _____, 20__, 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.
3. The University agrees to pay Consultant, as consideration for performance of the consulting services, the sums as set forth in Exhibit A.
4. The University agrees to reimburse Consultant for expenses as set forth and outlined in Exhibit A.
5. 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 Worker'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.
6. 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.

7. 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.

8. 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.

9. Without limiting any liabilities or any other obligation of the Consultant, the Consultant shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

9.1 **Commercial General Liability**, with minimum limits of \$1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona, its departments, agencies, boards and commissions as an Additional Insured with reference to this contract. The policy shall include coverage for:

- Bodily Injury;
- Broad Form Property Damage (including completed operations);**(THIS AMOUNT IS PART OF THE \$1,000,000)**
- Independent Contractors Coverage;
- Personal Injury;
- Blanket Contractual Liability;
- Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract; and
- Fire Legal Liability.

9.2 **Business Automobile Liability**, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona, its departments, agencies, boards and commissions as an Additional Insured with reference to this contract

9.3 **Worker's Compensation and Employer's Liability** insurance as required by the State of Arizona Worker's Compensation statutes, as follows:

Worker's Compensation (Coverage A): Statutory Arizona benefits
Employer's Liability (Coverage B): \$500,000 each accident
\$500,000 each employee/disease
\$1,000,000 policy limit/disease

Each Policy shall include endorsement for all State coverage for state of hire.

9.4 **Professional Liability Insurance** with minimum limits of \$1,000,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract and, at the discretion of the State of Arizona, its departments, agencies, boards and commissions, shall include one of the following types of Professional Liability policies (if applicable to the scope of work):

- Directors and Officers
- Errors and Omissions
- Medical Malpractice
- Druggists Professional
- Architects/Engineers Professional
- Lawyers Professional
- Teachers Professional
- Accountants Professional
- Social Workers Professional
- Other (Specify profession from Scope of Work)

The State of Arizona, its departments, agencies, boards and commissions shall be named as an Additional Insured as their interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

9.5 The State of Arizona, its departments, agencies, boards and commissions reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

9.6 Certificates of Insurance acceptable to the State of Arizona, its departments, agencies, boards and commissions shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona, its departments, agencies, boards and commissions as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be cancelled until at least 50 days prior written notice has been given to the State of Arizona, its departments, agencies, boards and commissions. All coverages, conditions, limits and endorsements shall remain in full

force and effect as required in this contract.

9.7 Failure on the part of the Consultant to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona, its departments, agencies, boards and commissions 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 State of Arizona, its departments, agencies, boards and commissions shall be repaid by the Consultant upon demand, or the State of Arizona, its departments, agencies, boards and commissions may offset the cost of the premiums against any monies due to the consultant. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona, its departments, agencies, boards and commissions. Consultant and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its departments, agencies, boards, commissions, employees and officers.

10. The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the consultant for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

11. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

12. This Agreement is subject to [Section 38-511 of the Arizona Revised Statutes](#). This Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

13. Notice is provided of [Sections 12-133](#) and [12-1518 of the Arizona Revised Statutes](#).

14. If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies provided for under [Arizona Board of Regents Policy 3-809](#).

15. To the extent required by [Section 35-214 of the Arizona Revised Statutes](#), Consultant agrees to retain all records relating to this Agreement. Consultant agrees to make those records available at all reasonable times for inspection and audit by University or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Arizona State University, Tempe, Arizona, or another location designated by University upon reasonable notice to Consultant.

16. If University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written notice of this to Consultant and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.

17. University prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of University or its affiliated or related entities, in all University residential facilities (whether managed by University or another entity), in all University vehicles, and at all University or University affiliate sponsored events and activities, except as provided in [Section 12-781 of the Arizona Revised Statutes](#). Notification by Consultant to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Consultant ("Consultant Parties") of this policy is a condition and requirement of this Agreement. Consultant further agrees to enforce this contractual requirement against all Consultant Parties. ASU's policy may be accessed through the following web page: <http://www.asu.edu/aad/manuals/dps/dps201-05.html>.

18. Failure by Consultant to perform as specifically provided herein shall be an event of default permitting University to pursue all remedies affordable by law or in equity, including termination of this Agreement.

19. Consultant shall not assign this Agreement without the prior written consent of University.

20. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of Arizona, the courts of which shall have jurisdiction over its subject matter.

21. The individual signing below on behalf of Consultant hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Consultant and that this Agreement is binding upon Consultant in accordance with its terms.

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

UNIVERSITY

CONSULTANT

THE ARIZONA BOARD OF REGENTS
acting for and on behalf of
ARIZONA STATE UNIVERSITY

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

EXHIBIT A
TO
AGREEMENT FOR CONSULTANT SERVICES

1. SERVICES:

2. 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:

3. 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.