UNIVERSITY OF CALIFORNIA
INDEPENDENT CONSULTANT AGREEMENT

Contract/Grant Number
Agency Name

Account and Fund Number to be Charged

This agreement to furnish certain consulting services is made as of ________________, 19 by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation (hereinafter called "University") and ________________, (hereinafter called "Consultant").

The terms and conditions attached are a part of this agreement.

I. NATURE AND PLACE(S) OF SERVICE

A. Consultant shall furnish to University the following described services:

B. Reports:

_____ Consultant shall provide reports as described below (include number of copies and due date).

_____ No report required.

C. Place(s) of performance will be:

D. The University will provide working space, equipment, furniture, utilities, and services, as follows:

E. If applicable, the services of Consultant will assist University in the performance of contract/grant number ________________ sponsored by ________________ dated ________________.

(agency name)
F. Consultant shall use recording devices in discussions with University employees only when the University so authorizes; this authorization shall be in writing. If applicable, Consultant's use of recording devices in such discussions is proposed as follows:

II. TERM OF AGREEMENT

A. The period of performance for this agreement shall be from __________________________ through __________________________.

B. Either the University or the Consultant may terminate this agreement at any time by giving the other written notice of such action.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. University will pay fees on the following basis to Consultant for services performed:

1. Fee of $_________ per day/hour for ________ days/hours Total $_______

2. Per Diem at $_________ for ________ days $_______

3. Travel Expenses (specify)(receipts required) $_______

4. Other Expenses (specify) $_______

MAXIMUM TO BE PAID UNDER THIS AGREEMENT TOTAL $_______

B. Payments. Request for payment is to be submitted to Accounting by the responsible administrative or executing official.

_____ Payment will be made upon submission of an invoice by Consultant indicating the Agreement Number and setting forth charges in accordance with rates detailed in paragraph A above. The invoice must include the Consultant's taxpayer identification number.

_____ Payments will be made on a monthly or periodic basis without invoice provided a schedule of specific payment has been made a part of this Agreement.

No payments will be made in advance of work performed, except as specified in the agreement. Final payment will be withheld pending evidence that work has been completed.

IV. NOTIFICATION

A. In performing consulting services hereunder, consultant shall report to:

________________________________________

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B. Name and mailing address of Consultant:

V. RECORDS MAINTENANCE

The executed copy of the Independent Consultant Agreement will be maintained by the Accounting or Executing Office.

VI. APPROVALS

<table>
<thead>
<tr>
<th>CONSULTANT</th>
<th>THE REGENTS OF THE UNIVERSITY OF CALIFORNIA</th>
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<td>(Signature)</td>
<td>(Signature)</td>
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Social Security or Employer Identification Number *

Title

Executing Official
(Appropriate Vice Chancellor or Dean)

Research Office
(Required only when extramural funds)

Title

Responsible Administrative Official
(Materiel Manager)

*If the Employer Identification Number is not used, the Social Security Number must be shown. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security Number is required pursuant to Section 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security number is to verify your identity. The principal use of the number shall be to report payments you have received to the Federal and State Governments.
INDEPENDENT CONSULTANT AGREEMENT
TERMS AND CONDITIONS

I. TAXES

The compensation stated in Article III includes all applicable taxes and will not be changed hereafter as the result of Consultant's failure to include any applicable tax, or as the result of any change in the Consultant's tax liabilities.

II. ASSIGNMENT OR SUBCONTRACTING

The Consultant may not assign or transfer this agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without prior written approval of the University.

III. PATENTS

Wherever any invention or discovery is made or conceived by Consultant in the course of or in connection with this agreement, Consultant shall furnish University with complete information with respect thereto and University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all right under any application or patent that may result. Consultant will, at University expense, execute all documents and do all things necessary or proper with respect to such patent application.

IV. COPYRIGHT

The University shall have the sole power to determine whether or not a copyright application shall be filed for any published report or other document which results from the work performed under this agreement. Consultant will, at University expense and at University request, execute all documents and do all things necessary or proper with respect to such copyright application.

V. CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS

A. Consultant agrees to defend, indemnify, and hold harmless the University, its officers, agents, and employees from and against all losses and expenses (including costs and attorney's fees) resulting from any injury (including death) to any person or damages to property of others arising out of the acts or omissions of Consultant, its employees, or agents in performance of the work under this agreement.

B. If Consultant is a firm rather than an individual, or if Consultant is an individual using a personal automobile to carry out consulting duties, Consultant shall furnish a Certification of Insurance showing minimum coverage of 1) Comprehensive Automobile Liability - Combined Single Limit coverage of no less that $500,000.00 per occurrence; 2) Comprehensive General Liability including products - Combined single Limit of no less than $500,000.00 per occurrence; 3) Professional Liability - per occurrence $500,000.00 and Project General Aggregate of $1,000,000.00. Note: General Liability must include "The Regents of the University of California" as additionally insured; Professional Liability must include "Endorsements for Defense and Indemnification of The Regents and Contractual Liability Coverage".
C. As applicable, Consultant shall also provide a Certificate of Insurance for Worker’s Compensation and Employer’s Liability Insurance in form and amount covering Consultant’s full liability under the “Worker’s Compensation Insurance and Safety Act” of the State of California.

D. All certificates of insurance shall specify that the coverage will not be cancelled or reduced without thirty (30) days written notice to the University. Premiums on all insurance policies shall be paid directly by the Consultant.

VI. RECORDS ABOUT INDIVIDUALS

The State of California Information Practices Act of 1977, as well as University policy, sets for the certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties.

If Consultant creates records about an individual of a confidential ** or personal ** type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Consultant shall inform the individual that the record is being made and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in this agreement.

VII. OWNERSHIP AND ACCESS TO RECORDS

While ownership of confidential ** or personal ** information about individuals shall be subject to negotiated agreement between the University and Consultant, records will normally become the property of the University of California and subject to University policies governing privacy and access to files, unless legally prohibited or otherwise negotiated with Consultant.

VIII. EXAMINATION OF RECORDS

The University, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Consultant involving transactions and work related to this agreement until the expiration of five years after final payment hereunder. The Consultant shall retain project records for a period of five years from the date of final payment.

IX. CONFLICT OF INTEREST

A. Consultant shall not hire any officer or employee of the University to perform any service covered by this agreement. If the work is to be performed in connection with a Federal contract or grant, Consultant will not hire any employee of the United States government to perform any service covered by this agreement.

** As defined by U.C. Business and Finance Bulletin RMP-8, Legal Requirements on Privacy of and Access to Information.
B. Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between Consultant's family, business, or financial interests and the services provided under this agreement, and in the event of change in either private interests or service under this agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the University.

C. Consultant shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

X. AFFIRMATIVE ACTION

Consultant shall not maintain or provide racially segregated facilities for employees at any establishment under Consultant's control. Consultant agrees to adhere to the principles set forth in Executive Orders 11246 and 11375 and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned who are in his/her employ, with outside recruiting services, and the minority community at large; to provide the University on request a breakdown of the labor force by ethnic group, sex, and job category; and to discuss with the University the policies and practices relating to this affirmative action program.

XI. APPLICABLE LAW

This agreement shall be governed by this laws of the State of California.
INDEPENDENT CONSULTANT AGREEMENT
ACCEPTANCE FORM

I hereby certify that Consultant Agreement Number __________________ has been completed in its entirety and that all terms, conditions and requirements of the stated agreement have been met. (Attach final report if applicable.)

_________________________________________  __________________________________________
Consultant                                                                                     Social Security or Employee ID #

_________________________________________  __________________________________________
Signature                                                                                       Date

I hereby certify that the above referenced Consultant Agreement has been received and accepted as required by the terms, conditions and requirements of that agreement.

_________________________________________
Department

_________________________________________  __________________________________________
Signature (Requesting Individual)                                                            Date

_________________________________________
Title

_________________________________________  __________________________________________
Signature (Executing Official)  
(Appropriate Vice Chancellor or Dean)                                                    Date

Original:                        Accounting (1)
Copies:                          Materiel Management (1)
                                    Consultant (1)
AMENDMENT TO
INDEPENDENT CONSULTANT AGREEMENT

Consultant Agreement Number

Beginning Date of Agreement

Amendment Number _____

Account Name_________________________ Account Number_________________________

Consultant Name & Address______________________________________________________

THE TERMS AND CONDITIONS OF THIS INDEPENDENT CONSULTANT AGREEMENT ARE AMENDED AS FOLLOWS (specify by paragraph number):

All other terms and conditions of the Agreement shall remain as initially agreed to by the parties.

CONSULTANT

(Signature) (Date)

Social Security or Employer Identification Number*

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

(Signature) (Date)

Title

Executing Official
(Appropriate Vice Chancellor or Dean)

(Signature) (Date)

Title

Responsible Administrative Official
(Materiel Manger)

*Privacy Notice - see reverse
If the Employer Identification Number is not used, the Social Security Number must be shown. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is required pursuant to Section 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security number is to verify your identity. The principal use of the number shall be to report payments you have received to Federal and State governments.

Retention Period: Office of Record, Accounting, Program Review Office, five (5) years following termination, subject to Federal contract and grant requirements. Other copies, 0-5 years.