**CONSULTANT AGREEMENT (COMPANY)**

This Consultant Agreement (this “Agreement”) is entered into between **TEACHERS COLLEGE, COLUMBIA UNIVERSITY**, a not-for-profit corporation of the State of New York having offices located at 525 West 120th Street, New York, New York 10027 on behalf of the [Full Name of TC Office/Department] (the “College”) and **[FULL NAME OF CONSULTANT]**, a company having an address at [Full Address of Consultant, including Zip Code] (“Consultant”), cumulatively or individually referred to as the Party or Parties.

The Parties agree as follows:

1. Scope of Work: Consultant agrees to complete the consulting services (the “Services”) described in the scope of work (the “Services”), a copy of which is attached hereto and made a part of the Agreement as Schedule A.
2. Period of Performance: The Agreement will begin on **[Start Date]** and continue through **[End Date]** (the “Term” of the Agreement.
3. Consideration: In compensation for the Services, Consultant will be paid an amount not to exceed **[TOTAL COMPENSATION DUE TO CONSULTANT IN WORDS, INCLUDING REIMBURSEMENTS]** **DOLLARS** (**$0.00**) during the Term of this Agreement. Such compensation is inclusive of all expenses related to providing the Services. The College will not be responsible for unanticipated expenses, unless an authorized representative of the College approves the expenses in writing before the expenses are incurred.
4. Notification: Notices required under this Agreement must be in writing and delivered in person, by nationally recognized courier services (e.g. FedEx), by certified mail with return receipt request, or facsimile with confirmation, to:

**To Consultant:**

Technical Matters and Invoicing

Name: [Name of Consultant]

Address: [Address Line 1]

[Address Line 2]

[City, State, Zip Code]

Phone: [Telephone Number]

Email: [Email Address]

**To College:**

Technical Matters and Invoicing

Teachers College, Columbia University

[Name of TC Office/Department]

Attn: [TC Contact handling invoicing and technical matters]

525 West 120th Street

Box #: [Mail box # of TC Contact]

New York, NY 10027

Phone: [TC Telephone Number]

Email: [TC Email]

Agreement and Legal Matters

Office of the General Counsel

Teachers College, Columbia University

Box 83, 525 West 120th Street

New York, NY 10027

Phone: (212) 678-4164

Email: generalcounsel@tc.columbia.edu

1. Additional Terms and Conditions: Parties agree to comply with the additional terms and conditions, which are attached hereto and incorporated in this agreement by this reference.

IN WITNESS THEREOF, the College and Consultant hereby execute this Agreement by their duly authorized representatives with the intent that it is effective as of [Effective Date].

TEACHERS COLLEGE,

COLUMBIA UNIVERSITY

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: [Print Name of TC Approved Signer] Title: [Title of TC Approved Signer]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FULL NAME OF CONSULTANT COMPANY

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [Print Name]

Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Additional terms and conditions following.]*ADDITIONAL TERMS AND CONDITIONS:

1. Independent Contractor Status:

a) Consultant affirms that it meets the requirements for being an Independent Contractor under all applicable laws.

b) Consultant, and not the College, will exercise sole control over the manner and means by which his or her Services are performed and/or product is delivered.

c) Consultant is not an agent of the College, and therefore is not authorized to transact business or make any commitments for the College unless expressly authorized in writing by an officer of the College.

d) The College does not pay or withhold federal, state, or local income tax or other payroll tax of any kind on behalf of Consultant or its employees. Neither Consultant, nor Consultant’s employees are eligible for, or entitled to participate in any of the College’s pension, health, or any other benefit plans. Consultant is responsible for the payment of all required employment-related taxes and fees, payroll taxes, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by federal, state or local law.

1. Records and Audit: Consultant certifies that it meets the applicable audit requirements of the College and maintains books and records as required by the Internal Revenue Service. The College, or its authorized representatives, will, until seven (7) years after final payment under this Agreement, have access to any of Consultant's records related to this Agreement for the purpose of conducting audits. If any unsubstantiated payment or overpayment is discovered as a result of any such audit, Consultant agrees to repay the College within thirty (30) calendar days of a request for repayment or, if the Services are not yet complete, Consultant authorizes the College to reduce any payments due by the amount of the unsubstantiated payment or overpayment. The period of access for records will continue after all disputes are settled.
2. Conflict of Interest:
   1. Consultant will disclose any known or potential conflict of interest during the Term of the Agreement and must complete the College’s [**Conflict of Interest form**](http://goo.gl/weJVwx) (also found at <http://goo.gl/weJVwx>).
   2. This disclosure will be made in writing to the Office of General Counsel prior to executing this agreement or initiating an activity which poses a potential conflict of interest or might give the appearance of a conflict of interest or when any subsequent conflict arises.
   3. If, at any time, the College determines that Consultant is in violation of any representation under this Paragraph, College may immediately terminate this Agreement upon written notice to Consultant, and the College will have no further obligation to Consultant under this Agreement. The College reserves the right to take any other lawful action against any consultant who has failed to fully disclose any conflict or potential conflict of interest.
3. Assignment: Consultant may not assign, delegate or subcontract the Services, either in whole or in part, without the prior written consent of the College, which the College may grant or withhold in its discretion.
4. Indemnification and Limitation on Liability:
   1. Consultant agrees to defend, indemnify and hold harmless the College and its affiliates, trustees, officers, agents and employees from any liability or loss arising from Consultant’s performance under this Agreement. The College reserves the right to retain funds, which would be due to Consultant under this Agreement until all disputes are settled.
   2. No limitation on liability will apply to Consultant's obligation to indemnify **Teachers College, Columbia University its affiliates, trustees, officers, agents and employees, volunteers, and representatives**, or to Consultant's obligation to provide insurance, nor will it reduce the payment of proceeds from any insurance coverage that Consultant is obligated to furnish under this Agreement.
   3. There will be no limitation on liability for any violation of the Family Educational Rights and Privacy Act (“FERPA”) or The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

1. Confidentiality:
   1. If Consultant receives or has access to confidential or proprietary information of the College, Consultant will hold such information confidential and will not, disclose or use the information in any way other than to complete the Services. The Term “Confidential or Proprietary Information” means any nonpublic information concerning the College or its officers, directors, trustees, alumni, students or its programs.
   2. Consultant’s confidentiality obligations include maintaining appropriate safeguards to avoid loss or damage and prevent unauthorized access to or disclosure of any Confidential or Proprietary Information.
   3. Consultant agrees to comply with any applicable confidentiality provisions of FERPA and HIPAA, as applicable.
   4. Upon completion or Termination of this Agreement, Consultant will return or destroy all such Confidential or Proprietary Information as instructed by the College, unless otherwise agreed in writing.
2. Rights in Data and Work Product:
   1. Work Product is all work created under this Agreement, including all information and material (in any form) relating to the Services (“Work Product”). Work Product will include but is not limited to data obtained, and customized work product conceived, developed or reduced to practice, together with all other information of a scientific, technical or artistic nature. The College will retain exclusive intellectual property rights in all Work Product. The term Work Product herein does not include work previously created or copyrighted by others and not created under this Agreement. Consultant will make all work products available to the College, not later than the time of completion of the Services, or the Termination of this Agreement, as provided below.
   2. Any works of authorship developed under this Agreement will be deemed works-made-for-hire under federal copyright law and all ownership rights will be the property of College. Should any works of authorship not constitute works-made-for-hire under federal copyright law, Consultant hereby grants, transfers, assigns and conveys to College and its successors and assigns, Consultant’s entire right, title, and interest in and to such works or any part thereof, including but not limited to the following rights: to reproduce; to prepare derivative works; to distribute by sale, license or other transfer; to perform publicly; to display; and to secure copyrights and renewals, reissues and extensions of any such copyrights in the United States of America or any foreign country.
   3. All intellectual property rights arising under this Agreement will be the property of College. Whether any intellectual property right will be maintained or registered in the United States of America or any foreign country will be at the sole discretion of College. Consultant agrees to cooperate fully with College in the preparation and execution of all documents necessary or incidental to the protection and preservation of the intellectual property rights granted to College.
   4. Consultant will assure that the Services will not infringe on the intellectual property right of any third party. Consultant shall indemnify the College, its trustees, officers, directors, employees and agents for any liability and any related costs and reasonable attorney’s fees incurred due to any actual or alleged infringement.
   5. Consultant agrees that all Services will be conducted in a lawful and ethical manner. Consultant will not distort or give false information or act in any other fraudulent or criminal manner in the gathering of information under the Agreement.
3. Choice of Law/Jurisdiction: This Agreement will be governed and interpreted in accordance with the laws of the State of New York without regard to conflict of law principles. The location and jurisdiction for the resolution of any disputes arising under this Agreement will be in the State or Federal court located in the County, City and State of New York.
4. Compliance with Applicable Law and College Rules: Consultant will comply with all applicable laws, rules, regulations, orders, requirements, policies, and procedures in performing the Services, including the requirements of any funders.

1. Sexual Harassment Prevention Training Requirement: Consultant acknowledges that New York law requires Consultant to complete sexual harassment prevention training if Consultant provides services to the College for more than 80 hours and 90 days in a calendar year.  In this case, Consultant shall complete sexual harassment prevention training and shall provide the College with a certificate of completion before commencing any services for the College.  Additionally, Consultant shall review and retain a copy of the College's internal complaint process to address sexual harassment claims.  Consultant shall defend, indemnify, and hold harmless the College, its trustees, officers, employees, students, and agents from and against any and all actions, claims, damages, penalties, or any other liabilities that arise or result from Consultant’s breach of its obligations in this section, including, but not limited to, the failure to complete the required sexual harassment prevention training, failure to provide a valid certificate of completion for the training, and failure to review and retain a copy of the College’s internal complaint process to address sexual harassment claims.
2. Survival: All terms of this Agreement which by their nature extend beyond their termination, remain in effect until fulfilled and apply to respective successors and assigns.
3. Severability:
   1. If any part of this Agreement is unenforceable, but would be enforceable if appropriately modified, then the provision will apply with the modification necessary to make it valid.
   2. If any part of this Agreement is unenforceable and cannot be modified, the remaining portion of this Agreement will continue in a manner that is consistent with the intentions of the parties.
4. No Modification Unless in Writing: Except as specifically and expressly addressed in any amendment executed by the parties, the terms and conditions of this Agreement shall govern.
5. Termination and Return of Materials:
   1. The College may terminate this Agreement immediately in the event of a material breach by Consultant.
   2. The College may terminate this Agreement without cause upon fourteen (14) days written notice to Consultant, unless the parties mutually agree to a shorter notice period.
   3. In the event of any termination, or, at any time, upon College’s written request, Consultant will:
      1. Immediately return to College any College proprietary materials and information in Consultant’s possession or control, including without limitation all College Confidential Information and any deliverables under development; and
      2. At College’s request, cooperate with College in the transition of the work performed under this Agreement by the College or its designee.

**Schedule A**

***Scope of Work***

[Full Name of Consultant]

[Insert Complete Scope of Work for project. See Sample Scope of Work on the OGC website!]