



Registration and Contract for Individual Consulting on Research

Use this form *only* for research-related consulting, where payment will be made to an *individual* (not a corporation, LLC or partnership); the engagement *will not exceed 12 months*; and total payments *will not exceed \$25,000*. For other engagements, open a shopping cart in SAP or contact Sourcing (talent@bu.edu) for assistance.

Instructions for Completing the Registration and Contract:

- i. Boston University department fills out sections A-C
- ii. Consultant attaches resume or CV, fills out Sections D and E, reviews certifications and terms in Section F
- iii. Consultant signs and dates form and returns it to Department
- iv. Department sends form to Accounts Payable with W-9 or W8-BEN.
- v. Accounts Payable reviews. If independent contractor classification appropriate, Accounts Payable initials Section G and sends back to Department.
- vi. Department initials Section G and sends copy of the completed form to Accounts Payable and Consultant

To be completed by Boston University Department (Sections A-C)

A. Boston University Department Contact

Name: _____ Department: _____

B. Consultant Information

Name: _____ Email Address: _____

Street: _____ City/State/Country: _____

Postal/Zip Code: _____ Fax #: _____

Is the Consultant a U.S. citizen or U.S. resident alien or are there other grounds for Consultant’s eligibility to work in the U.S.? yes no

C. Description of Engagement

1. Engagement Period: Start date ___/___/20___ - End date ___/___/20___
2. Location of services: _____
3. How will the Consultant be compensated? _____ flat fee hourly/daily
4. If hourly/daily, specify \$_____ per _____ (hour or day)
5. Estimated number of hours or days for the engagement: _____ hours or _____ days
6. Total fees for the engagement: \$_____
7. Will the Consultant provide all equipment needed for the engagement? yes no
8. Will the Consultant use Boston University office space or require University administrative support to complete the engagement? yes no
9. If Consultant requires assistance to complete the engagement, will Consultant have authority to hire his or her own employees? yes no
If yes, will Consultant be responsible for compensating the employees directly? yes no
10. Please provide a short description of services to be provided during this engagement, including type, schedule, and Consultant responsibilities. If available, please attach a detailed statement of work.

To be completed by Consultant (Sections D-F, including signature)

D. Conflict of Interest

1. Are you currently or were you ever a Boston University employee? __ yes __ no
2. Are you aware of any existing relationships or circumstances that may create an actual or perceived conflict of interest? __ yes __ no
3. Is your spouse, domestic partner, family member or relative a Boston University employee or trustee? __ yes __ no
4. For any company of which you are an employee or owner, is any Boston University employee with decision-making authority over this engagement also a significant equity holder (10% or more of the current authorized stock or interests) or a partner in that company? __ yes __ no
5. If you answered yes to any of the above questions, please attach a detailed description of the relevant relationships or circumstances including the parties' names and positions.

E. Classification as Employee or Independent Contractor under IRS and Massachusetts Guidelines

1. Are you full-time faculty at another college or university? __ yes __ no *(If yes, skip to Section F)*
2. Do you have the right to schedule and control the progress of the engagement? __ yes __ no
3. Will you bear all expenses incidental to this engagement, including travel expenses? __ yes __ no
4. Are you in business performing the type of services described in Section C? __ yes __ no
If yes, please describe the last 2 engagements, including the clients, the nature of the engagements and the dates of the engagements (you may substitute client type for the client name if you are bound by rules of professional responsibility or contract to maintain the client's identity in confidence)

Client #1:	Nature of engagement:	Dates:
Client #2:	Nature of engagement:	Dates:

F. Consultant Certifications

By signing below, Consultant indicates agreement with the following statements.

1. I agree to provide the services described in Section C and any attached statement of work (the "Services"). Nothing herein implies I have the right or obligation to provide services for any period other than the period described in Section C.
2. I confirm that the information provided above and in attachments is true in all respects. I understand that providing false information may disqualify me from contracting with Boston University.
3. I certify that I am not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
4. I acknowledge and agree that (i) Boston University will determine whether I am qualified to receive payments as an independent contractor; (ii) neither I nor my employees or contractors are entitled to receive University employee benefits; and (iii) to the extent required by law, payments to me as an independent contractor will be reported to the IRS on Form 1099-MISC.
5. I agree that the terms and conditions in Section H will apply to this engagement.

Consultant Signature

Date

G. University Acceptance

_____	_____	_____
<i>Accounts Payable Representative Printed Name</i>	<i>Initials</i>	<i>Date</i>
_____	_____	_____
<i>Department Representative Printed Name</i>	<i>Initials</i>	<i>Date</i>

H. Terms and Conditions

- 1. AGREEMENT.** The Consultant acknowledges and agrees that Trustees of Boston University (“University”) will only be bound to the engagement proposed above if and when the appropriate University representatives have initialed and dated Section G. Once fully executed, this document and any agreed upon attached description of services will constitute the contract governing the Services (the “Contract”). Both parties must approve any change to the Services or the Contract, including any assignment, in advance in writing. The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, written or oral.
- 2. WARRANTIES:** Consultant represents and warrants to University as follows: (a) Consultant will perform the Services with reasonable care, consistent with applicable professional and industry standards and in compliance with all applicable laws, and substantially in accordance with the Contract; (b) Consultant has all rights necessary to perform the Services; (c) neither the Contract nor Consultant’s performance of the Services will breach any of its obligations to any other party; (d) Consultant owns all the rights that Consultant is assigning to University under the Contract; and (e) Consultant’s work product will not infringe any patents, copyrights, trademarks, trade secrets or other rights of any third party.
- 3. PAYMENT:** As compensation for the Services and all rights assigned by Consultant to University hereunder, University will pay Consultant the amount listed under “Total Cost of engagement” in Section C within 30 days of the conclusion of the Services, provided that Consultant performed the Services in accordance with the Contract. If indicated in Section C, University will reimburse Consultant for all reasonable, documented expenses that Consultant incurs in connection with the Services; provided that University shall not be obligated to reimburse any expense greater than the amount indicated in Section C unless University has approved it in writing.
- 4. CONSULTANT STATUS:** The Contract shall not be construed to create a partnership or any other kind of joint undertaking or venture between the parties. Consultant shall be an independent contractor, free from University’s direction and control, and not an agent or employee University. Consultant shall have no authority to act on the University’s behalf or in its name. Consultant shall be solely responsible for all compensation and expenses of its employees and contractors, taxes on Consultant’s income, tax withholdings and welfare and benefit payments and contributions required with respect to Consultant and Consultant’s employees and contractors, and Consultant’s professional and other licensing fees. Consultant’s services do not represent nor constitute a transfer of substantive programmatic contract or grant activities by University to Consultant.
- 5. TERM:** The Contract is effective as of the date Sections F and G are fully executed and will expire on completion of the Services in accordance with Section C. University shall have the right to terminate the Contract for any reason in its sole discretion upon thirty (30) days’ written notice to Consultant. In addition to any other rights and remedies, either party may terminate this Agreement for failure of the other party to comply with the Contract terms or breach of warranties or representations and such failure or breach continues uncured for 10 days after written notice or cannot be cured. Within 30 days of termination or expiration of the Contract, Consultant will deliver to University all work product and materials related to the Services completed or in progress as of the termination or expiration date and University will pay Consultant undisputed amounts owing for Services performed in accordance with the Contract and, if applicable, reimburse Consultant for expenses agreed to and properly incurred by Consultant through the termination or expiration date. Consultant shall use

reasonable efforts to promptly wind up Services and cancel expenses upon receiving notice of termination. The provisions of the Contract which by their explicit terms or manifest intent are to survive shall survive termination or expiration.

6. **RIGHTS IN WORK PRODUCT:** University shall own and Consultant hereby assigns to University all right, title and interest in and to all work product created, prepared or developed by Consultant in the course of performing the Services and any patents, copyrights and other intellectual property embodied in the work product, free of all liens, claims and encumbrances; provided that all work product subject to copyright shall be considered work made for hire by Consultant for University to the extent permitted by law. Consultant hereby waives all "moral rights" to the extent permitted by law. Consultant will execute and deliver to University all documentation that University reasonably requires to evidence University's rights in and to the work product and shall comply with all reasonable requests for documentation in connection with (i) applications for registration of any patents, copyrights or other similar ownership rights in the work product and (ii) any action or proceeding with respect to University's protection or defense of its ownership rights.
7. **CONFIDENTIALITY.** University may disclose to Consultant, or Consultant may obtain access to, develop or create non-public documents or information about University, its students, employees, agents, partners or representatives, or third parties, including without limitation, personal information, charge card and/or credit data, work product resulting from the Services, proprietary and confidential information or material concerning or related to University's general academic, institutional affairs or other proprietary operations ("Confidential Information"). Consultant acknowledges the confidential character of the Confidential Information, and agrees that Confidential Information is the sole, exclusive and valuable property of University. Consultant shall maintain such Confidential Information in strict confidence and agrees not to reproduce, publish or divulge any Confidential Information without University's prior written consent and not to use the Confidential Information except in the performance of the Contract, whether during or after the term of the Contract. All Confidential Information shall remain the property of University. On University's request, Consultant will return or destroy copies of Confidential Information in Consultant's possession, except as is needed to comply with applicable laws; Consultant will continue to be bound by this paragraph with respect to any retained Confidential Information. If the Confidential Information includes "Personal Information," as that term is defined under Mass. Gen. Laws ch. 93H (as it may be amended from time to time), then Consultant must (i) implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all Confidential Information, be it electronic or hardcopy and (ii) implement and maintain a written information security plan that complies with the requirements of Massachusetts regulations under 201 C.M.R. 17.00 and provide University with a copy upon request.
8. **USE OF NAME:** Consultant may not use the name "Boston University" (alone or as part of another name) or any logos, seals, insignia, or other words, names, symbols or devices that identify University for any purpose except with University's prior written approval.
9. **GOVERNING LAW:** The Contract shall be construed and interpreted in accordance with Massachusetts laws (excluding conflict of law rules). All disputes arising under the Contract shall be resolved in the applicable state or federal courts of Massachusetts