

For RFMH Use Only:	
New P.O. # _____	Change P.O. # _____
Category Breakdown:	
Consulting: \$ _____	
P/T/A: _____	
Project Org: _____	
Period of Performance: _____ to _____	
PI: _____	

**Independent Contractor/Consulting Agreement
Resulting from New York State Contracts**

**RESEARCH FOUNDATION FOR MENTAL HYGIENE, INC.
AND
INDEPENDENT CONTRACTOR**

MADE by and between the RESEARCH FOUNDATION FOR MENTAL HYGIENE, INC., a nonprofit corporation organized and existing under the laws of the State of New York, with its principal offices located at Riverview Center, 150 Broadway, Suite 301, Menands, New York 12204, hereinafter referred to as the "FOUNDATION," and _____, having a place of business at _____, EIN/DUNS (if applicable): _____ hereinafter referred to as "INDEPENDENT CONTRACTOR."

WITNESSETH:

WHEREAS, the FOUNDATION has been awarded a certain grant from the State of New York, specifically New York State Office of Mental Health ("Sponsor") to carry out a project entitled " _____ "; Sponsor ID Number: _____ (hereinafter the "PROJECT"); and

WHEREAS, the FOUNDATION desires the INDEPENDENT CONTRACTOR to perform certain services for the FOUNDATION in connection with the PROJECT; and

WHEREAS, INDEPENDENT CONTRACTOR has represented to the FOUNDATION that INDEPENDENT CONTRACTOR is competent, willing and able to perform such services for the FOUNDATION.

NOW, THEREFORE in consideration of the premises and the mutual covenants and agreements contained herein it is mutually agreed by and between the respective parties as follows:

1. **Scope of Work**

INDEPENDENT CONTRACTOR agrees to perform, as an independent Contractor, and not as an agent or employee of the FOUNDATION, all of the services set forth in Exhibit A

appended hereto and made a part hereof to the satisfaction of the FOUNDATION's Principal Investigator, Dr. _____.

2. **Compensation**

In full and complete consideration of INDEPENDENT CONTRACTOR's performance hereunder, the FOUNDATION agrees to compensate INDEPENDENT CONTRACTOR \$_____ Dollars. The payments should be in accordance with Exhibit B.

3. **Term and Termination**

Unless sooner terminated as provided herein, this Agreement shall continue in full force and effect from _____ through_____. A final invoice must be submitted within sixty (60) days of the end of this Agreement. It is understood and agreed that the FOUNDATION may terminate this Agreement upon written notice by registered mail addressed to INDEPENDENT CONTRACTOR at the address indicated herein, or such other address as INDEPENDENT CONTRACTOR may designate in writing, whenever the FOUNDATION determines, in its discretion, that such termination would be in the best interests of the FOUNDATION. FOUNDATION may terminate this Agreement immediately if the Grant between Sponsor and FOUNDATION is terminated.

Upon notice of termination, INDEPENDENT CONTRACTOR shall immediately terminate work in progress and turn over to FOUNDATION all products, work in progress, reports and other data and information accumulated during the performance of services under this Agreement.

4. **Rights in Work Product**

INDEPENDENT CONTRACTOR agrees that material produced by INDEPENDENT CONTRACTOR hereunder shall be considered "work for hire" which shall be owned by FOUNDATION. INDEPENDENT CONTRACTOR agrees that INDEPENDENT CONTRACTOR shall not claim or assert any proprietary interest in any of the data or materials required to be produced or delivered by INDEPENDENT CONTRACTOR in the performance of INDEPENDENT CONTRACTOR'S obligation hereunder, and hereby assigns all rights, title and interest in said data and materials to FOUNDATION. INDEPENDENT CONTRACTOR warrants any material produced by INDEPENDENT CONTRACTOR hereunder shall be original except for such portion from copyrighted works as may be included with the permission of the copyright owners thereof and are marked with appropriate copyright notices, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others, and that INDEPENDENT CONTRACTOR will hold harmless the FOUNDATION from any costs, expenses and damages resulting from any breach of this warranty. INDEPENDENT CONTRACTOR further agrees not to publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to this Agreement without the prior written consent of the FOUNDATION. Notwithstanding the foregoing, INDEPENDENT CONTRACTOR will retain ownership of intellectual property included in deliverables to the extent that said intellectual property has been independently developed by INDEPENDENT

CONTRACTOR without Research Foundation financial support. With respect to such INDEPENDENT CONTRACTOR owned intellectual property, INDEPENDENT CONTRACTOR hereby grants to Research Foundation and Sponsor a royalty-free, nonexclusive license to use such intellectual property for purposes consistent with the Research Foundation's obligations under the grant or contract which funds this project.

5. **Assignment**

It is understood and agreed that the services to be rendered by INDEPENDENT CONTRACTOR are unique and that INDEPENDENT CONTRACTOR shall not assign, transfer, contract or otherwise dispose of INDEPENDENT CONTRACTOR's rights or duties hereunder, in whole or in part, to any other person, firm or corporation.

6. **Status of Parties**

The nature of the relationship which the INDEPENDENT CONTRACTOR shall have to the FOUNDATION pursuant to this Agreement shall be that of an independent contractor. In connection with its status as an independent contractor, INDEPENDENT CONTRACTOR hereby warrants that it is in compliance with all tax filing and similar requirements imposed on independent contractors, and acknowledges that it is solely responsible for paying income taxes, FICA taxes, and other taxes and assessments which arise from receipt of consulting payments under this Agreement. This Agreement shall not be construed to contain any authority either express or implied, enabling the INDEPENDENT CONTRACTOR to incur any expense or perform any act on behalf of the FOUNDATION.

7. **Entire Agreement**

This Agreement represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended or extended in any way except by a writing duly executed by both parties hereto.

8. **Compliance with Laws and Regulations: General Obligations**

a) In the performance of the work authorized pursuant to this agreement, INDEPENDENT CONTRACTOR agrees to comply with all applicable laws and regulations, as well as policies of the Sponsor applicable to INDEPENDENT CONTRACTOR's performance hereunder, and the express terms of FOUNDATION's agreement with the Sponsor, which shall be deemed to be inserted herein, and this agreement shall be read and enforced between the parties as though all such provisions were included verbatim herein.

b) The INDEPENDENT CONTRACTOR certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

c) The INDEPENDENT CONTRACTOR agrees to comply with Department of Health and Human Services Regulation, 45 CFR 46, regarding confidential data and research involving human subjects.

d) The INDEPENDENT CONTRACTOR agrees to make any and all data and work products relating to the services set for in Exhibit A reasonably available for inspection and copying.

e) The INDEPENDENT CONTRACTOR agrees not to use the names of FOUNDATION, FOUNDATION Principal Investigator or New York State Office of Mental Health for any purpose without prior written approval of FOUNDATION.

9. **Confidentiality**

a) All of the information disclosed by the FOUNDATION and FOUNDATION's Principal Investigator to INDEPENDENT CONTRACTOR, including the any data provided by the FOUNDATION to the INDEPENDENT CONTRACTOR to be used by INDEPENDENT CONTRACTOR in the performance of the services outlined in Exhibit A, shall be considered "Confidential Information". INDEPENDENT CONTRACTOR agrees to hold in confidence all Confidential Information and agrees that it will not use any information for any purpose other than set forth in this Agreement. INDEPENDENT CONTRACTOR will take all reasonable steps to ensure its security. INDEPENDENT CONTRACTOR may disclose Confidential Information to its own employees assisting in the services under this Agreement, provided that such employees shall have agreed to be bound by the terms of this Agreement or have entered into an agreement of similar scope and obligations to protect the Confidential Information. All Confidential Information must be returned within thirty (30) days after FOUNDATION makes a written request for its return or at the conclusion of this Agreement. The INDEPENDENT CONTRACTOR shall not disclose the Confidential Information to any third party without prior written permission

b) This obligation of confidentiality does not extend to Confidential Information which:

- 1) was known to the INDEPENDENT CONTRACTOR as evidenced by written documentation;
- 2) was or becomes a matter of public information or publicly available through no fault of the INDEPENDENT CONTRACTOR as evidenced by written documentation;
- 3) is acquired from a third party entitled to disclose information to the INDEPENDENT CONTRACTOR as evidenced by written documentation;
or
- 4) is developed independently by INDEPENDENT CONTRACTOR

c) Except as required by law, regulation, court order, or with prior written permission, the INDEPENDENT CONTRACTOR will not disclose Confidential Information for a period of five (5) years from the end of this Agreement.

d) INDEPENDENT CONTRACTOR shall comply with all applicable laws regarding the confidentiality of subjects' medical records and protected health information.

e) INDEPENDENT CONTRACTOR shall not use or disclose protected health information other than as permitted or required by this Agreement or as required by law.

f) In the event that identifiable health information is disclosed to the INDEPENDENT CONTRACTOR that is not provided for in this Agreement, the INDEPENDENT CONTRACTOR shall notify the FOUNDATION of such disclosure, shall hold in confidence all such information and shall destroy such information upon the request of the FOUNDATION.

10. **Indemnification**

INDEPENDENT CONTRACTOR will indemnify, defend and hold harmless FOUNDATION, the New York State Office of Mental Health, and their respective trustees, directors, officers, agents and employees (collectively "Indemnitees"), against all suits, claims, demands or prosecutions, (hereinafter "Claim") that may be brought or instituted, and all judgments, damages, liabilities, court costs and expenses (including attorney's fees) arising out of INDEPENDENT CONTRACTOR's negligent acts or omissions relating to its performance hereunder or its willful misconduct.

11. **Insurance Requirements**

INDEPENDENT CONTRACTOR shall not commence work under this Agreement until it has obtained, at its own expense, all the insurance required under this Agreement, and within the Scope of Work as provided for in Exhibit A, and such insurance has been approved by FOUNDATION.

a) Workers' Compensation and Employers' Liability Insurance as required by law.

b) Commercial General Liability Insurance with a combined personal injury, bodily injury (including death) and property damage limit of at least \$1,000,000 for each occurrence and \$3,000,000 in the aggregate.

c) Professional Liability Insurance, including Medical Malpractice and Clinician's Liability: if INDEPENDENT CONTRACTOR or any of its employees are providing professional services under this Agreement, Professional Liability in an amount not less than \$1,000,000 for each wrongful act and \$3,000,000 in the aggregate.

12. **Modifications**

This agreement may be changed, amended, modified or extended only by a writing duly executed by the respective parties hereto.

13. **Governing Law**

Regardless of the place of physical execution or performance this agreement shall be construed according to the laws of the State of New York without regard to its conflict of laws provision, and shall be deemed to have been executed in the State of New York.

14. **Order of Precedence**

In the event of any inconsistency between clauses 1-13 of this Agreement, and the attached Exhibit A and B, the inconsistency should be resolved by giving precedence to clauses 1-13.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**Research Foundation for
Mental Hygiene, Inc.**

Independent Contractor

By _____
Robert Burke

By _____

Date _____

Date _____

Read and Agreed

Institute: _____

By _____
Principal Investigator

By _____

Date _____

Date _____

Attach: CV
W9

Exhibit A

SCOPE OF WORK

Exhibit B

Rate and Payment Schedule

Independent Contractor must submit invoices, with an original signature, to the Foundation Principal Investigator detailing the dates and hours worked.

All travel must be in accordance with the RFMH Travel Policy.

Final invoices must be marked FINAL.

Invoices shall be sent to: