**CONTRACT AGREEMENT FOR PERSONAL SERVICES**

[Howard University Hospital Corp]

This Agreement is effective as of the later date of the signatures appearing below and is entered into by and between Howard University Hospital Corp(hereinafter referred to as the “HUHC”) and      **,** having offices located at      (hereinafter referred to as “Consultant”).

**PREMISES**

**WHEREAS**, the University requires consulting services relating to      (the “Project”); and

**WHEREAS**, the Consultant has represented that it has sufficient expertise to provide such services; and

**WHEREAS**, the University has relied upon such representation as a material inducement to enter into this Agreement; and

**WHEREAS**, it is in the mutual interest of the parties to this Agreement for the University to obtain services of the Consultant in return for the payment of fair and reasonable consideration, as further specified herein.

**NOW THEREFORE**, in consideration of the premises, covenants, and conditions contained in this Agreement, the parties mutually agree as follows:

**COVENANTS**

1.0 RELATIONSHIP OF PARTIES

At all times under this Agreement, the Consultant shall be considered an independent contractor. Nothing contained herein, nor any course of action or failure to act, shall be construed to create an employment or agency relationship between the parties.

2.0 SCOPE OF WORK

2.1 From time to time during the term of this Agreement, the Consultant shall provide the following services and deliver the following work products in a manner and to an extent authorized by the University’s representative, who may be designated in Section 12.0:

**(a)** The scope shall include      ;

**(b)** Additional scope of work description may be found in Exhibit A, which is attached and incorporated herein solely for the purpose of providing scope of work detail.

2.2 No work is to be commenced pursuant to Section 2.1 unless the University has specified, in writing, the work to be performed and the date on which work is to begin and the required completion date.

2.3 The Consultant shall accomplish the services described in Section 2.1 to the satisfaction of the University.

3.0 FACILITIES, EQUIPMENT AND LABOR

3.1 In performance of the scope of work described in Section 2.1, the Consultant shall be solely responsible for acquiring the use of such facilities and equipment and employing such additional labor as may be necessary to render the required tasks and services.

4.0 TERM OF PERFORMANCE

 Performance under this Agreement shall begin on the later of the date of execution or,      . Unless this Agreement is terminated earlier in accordance with provisions of law or equity or the terms of this Agreement, performance by the Consultant hereunder shall terminate:

[ ]  (a) at       (date)

or

[ ]  (b) upon      .

5.0 PAYMENTS

5.1 Subject to the provisions of Section 5.2, services rendered by Consultant under this Agreement shall be billed (check one):

[ ]  (a) to the University at the flat rate of $     .00; or

[ ]  (b) in accordance with Exhibit B.

5.2 If checked below:

[ ]  in no event shall the total amount paid and owing by the University to the Consultant under the terms of this Agreement exceed a total of $     .

5.3 The University shall use commercially reasonable efforts to remit payment no later than 60 days after it receives an invoice from Consultant, in compliance with Section 5.4.

[ ]  (a) If checked, an initial payment of $      shall be made at execution.

5.4 Each month, or as directed by University, the Consultant shall provide the University with an invoice and a status report with respect to the services provided for that month or payment period. Invoices shall contain reasonable detail of costs incurred by Consultant. If the University determines that an invoice does not contain reasonable detail of costs, the University may withhold payment until Consultant provides such reasonable detail. Such invoice and report shall be submitted to the address set forth in Section 5.4 below, no later than 10 days after the expiration of the month or payment period to which it pertains.

5.5 Upon termination of this Agreement, Consultant shall invoice the University for any costs incurred through the date of termination.

5.6 All invoices shall be addressed to:

 Howard University Hospital Corp

 2244 10th Street, NW, Suite 3rd Floor

 Washington, DC 20059

 Attn.: **Accounts Payable**

Copy to:

6.0 TAXES

The Consultant warrants and represents that it will timely collect and pay to the appropriate taxing authorities such social security and payroll taxes and all other tax liabilities that may be incurred as a result of performance rendered under this Agreement.

7.0 CONFIDENTIALITY; INTELLECTUAL PROPERTY

7.1 All operational, scientific, business, and financial and other knowledge and information proprietary to the University that the Consultant may acquire from the University, those within its employ, or other contractors and consultants, including but not limited to the University’s methods of conducting business affairs, research methods, inventions, designs, trade secrets, scheduling and staffing techniques, broadcast procedures, production formats, processes, systems, improvements, development plans, and other private matters, and all such information that the Consultant may acquire on the University’s premises, or on premises used by it, or which may be disclosed to the Consultant or produced by the Consultant hereunder (hereinafter referred to as “Confidential Data”), shall for all time and for all purposes be regarded by the Consultant as strictly confidential and held by the Consultant in trust and solely for the University’s benefit and use, and shall not be directly or indirectly disclosed by the Consultant to any person whomsoever, without prior written permission from the University, except to University personnel who have a need to know such information in order to perform their job responsibilities to the University.

7.2 The Consultant agrees to surrender all Confidential Data to the University either on request or termination of this Agreement and will not retain copies, notes, or memoranda of such data either in hard text, code, electronic format, or in any other medium for the storage of data.

7.3 The Consultant shall have no rights or authority to use the name, trademark, trade secrets, patent or other rights to intellectual property of the University in any manner whatsoever, except as expressly authorized by the University in writing.

7.4 All of Consultant's services and the results thereof shall be work for hire under copyright law, or, to the extent the work for hire doctrine is inapplicable, Consultant hereby assigns all of the rights to each and all of the results of Consultant’s services hereunder to HUHC immediately upon their creation. To the extent they may be applicable, Consultant assigns its “moral rights” to its services and the results thereof to HUHC, and if such rights are not assignable and are waivable they are waived by Consultant. Consultant hereby waives any right of inspection or approval with respect to the uses to which the results of Consultant’s services hereunder, or rights granted herein, may be put. HUHC shall have sole discretion as to whether to use any or all of the results of Consultant's services. All rights, title, and interest in the intellectual property of any work to which Consultant contributes, including all intellectual property contributed by Consultant, is hereby conveyed to HUHC. Consultant shall promptly, on request and without further compensation, execute any assignments or other documents that may be required or useful to assure the University ownership of such rights, title, and interest.

7.5 Without the prior written consent of the University, the Consultant shall not disclose the terms and conditions of this Agreement to any third party.

8.0 INDEMNIFICATION

8.1 Subject to the provisions of Section 8.2, neither party to this Agreement shall be responsible for any obligation or liability incurred or assumed by the other party or its employees, affiliates, or agents and each party hereby indemnifies and holds the other party harmless from any claim arising from its own acts or omissions or those of its employees, affiliates or agents.

8.2 Nothing contained in Section 8.1 shall prevent the University from filing and pursuing an action for damages against the Consultant for the Consultant’s failure to satisfactorily render services or work products pursuant to Section 2.0.

9.0 INSURANCE REQUIREMENTS

9.1 All vendors are expected to maintain the insurance levels indicated in Exhibit C. Certificates of insurance may be required if indicated in Exhibit C. Certificates of insurance are generally required if the Consultant physically enters the HUHC grounds to perform services.

9.2 If checked, the following applies:

[ ]  additional insurance requirements are found in Exhibit D.

10.0 CONFLICTS OF INTEREST

10.1 The Consultant agrees that **it** will avoid any actual or apparent conflict of interest relative to the services and work products being provided under this Agreement and that **it** will promptly submit to the University, for its determination of applicability under this Section, the facts of any situation that may reasonably give rise to such a conflict or apparent conflict.

10.2 Nothing contained in Section 10.1 shall be deemed as a prohibition of the Consultant’s rights as an independent contractor to market or provide services to others in a manner and to an extent that does not violate such Section.

11.0 WAIVERS

 Any waiver by a party with respect to an act or omission by the other party inconsistent with any term or condition of this Agreement shall not affect or impair the waiving party’s right with respect to any subsequent act or omission of the same type, nor shall it be deemed to waive any other right under this Agreement; nor shall the failure of a party to exercise any right arising under this Agreement or delay in the exercising of such right affect or impair such party’s rights as to the same or any future matter; nor shall the failure of a party to this Agreement to require or exact full and complete compliance with any one or more of the provisions of this Agreement be construed as in any manner changing such provision or provisions.

12.0 AUTHORITY TO ACT

12.1 The parties hereto warrant and represent that they have the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and have been duly authorized to execute this Agreement.

12.2 The University’s representative specified in Section 13 is the only person authorized by the University to administer the terms and conditions of this Agreement. Nothing contained in the previous sentence shall be construed as authorizing such person to change, modify, or delete any such term or condition. Such changes, modifications, or deletions, if any, shall only be made in accord with the provisions of Section 14.0.

13.0 NOTICES

All notices, designations and other communications contemplated under this Agreement shall be in writing and shall be deemed given when actually delivered to the address designated below. Such notices, designations and communications shall be sent to the parties at the addresses noted below:

If to the HUHC:

Washington, DC 20059

If to the Consultant:

**[Name and Address]**

[INSERT VENDOR CONTACT INFORMATION]

Each party may change its designated recipient of notices, designations, and other communications by so notifying the other in writing

14.0 MODIFICATIONS; ENTIRE Agreement

This writing contains the entire agreement of the parties. No representations were made or relied upon by any party other than those expressly set forth herein. No agent, employee or representative of a party is empowered to alter or modify any of the terms in this Agreement unless such modification is done in writing and signed by authorized representatives of both parties.

15.0 SEVERABILITY

 Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

16.0 TERMINATION

16.1 Subject to the provisions of Section 16.2, this Agreement shall be deemed terminated upon the occurrence of any one or more of the following events:

(a) a material breach of a term or condition of this Agreement, if the non-breaching party so elects;

(b) a party becomes insolvent or subject to a petition in bankruptcy or is placed under the control of a receiver, liquidator or committee of creditors;

(c) upon the expiration of the term specified in Section 4.0;

1. upon 10 days prior notification by the University;

(e) if Consultantitselfdoes not perform the substantive work described in Section 2.0.

16.2 The provisions contained in Sections 7.0 and 8.0 shall survive the termination of this Agreement.

17.0 CONTROLLING LAW AND DISPUTE RESOLUTION

17.1 This Agreement shall be interpreted, controlled and enforced in accordance with the substantive laws of the District of Columbia.

17.2 The parties to this Agreement hereby submit to personal jurisdiction in the District of Columbia for the purposes of enforcing the terms of this Agreement. In the event such litigation is commenced, each party agrees that service of process may be made and personal jurisdiction over each obtained, by service of a copy of the summons, complaint, and other pleadings required by applicable law to commence such litigation upon the party’s appointed agent for service of process in the District of Columbia. In the event a party fails to appoint such agent pursuant to the laws of the District of Columbia or if such appointment should lapse for any reason, each party hereby alternatively designates its signatory to this Agreement as its appointed agent for the service of process in the District of Columbia regardless of the place of residence of such signatory.

18.0 ASSIGNMENT

 The Consultant may not assign its rights, duties, and/or obligations hereunder without the prior written consent of the University.

19.0 INCORPORATED ATTACHMENTS

 The following attachments are incorporated herein, by reference, and made a part of this Agreement if attached, and acknowledged as attached, below:

(CHECK AND FILL IN IF ATTACHED, AS APPROPRIATE)

[ ]  Exhibit A (Scope of Work)

[ ]  Exhibit B (Pricing)

[ ]  Exhibit C (Insurance)

[ ]  Exhibit D (Additional Insurance Requirements)

In the event that there is a conflict between an exhibit and the main body of this Agreement, the main body of this Agreement shall control.

 **IN WITNESS WHEREFORE**, the parties hereto have duly executed this CONTRACT Agreement FOR CONSULTING SERVICES.

**CONSULTANT**

BY: DATE:

**HOWARD UNIVERSITY HOSPITAL CORP**

BY: DATE: