

## RF FORM 804

This Form is to be used when the total amount to be paid to an Independent Contractor in any calendar year is under \$ 5,000.00. Please complete all the information requested herein and submit this signed MOU to the Research Foundation of CUNY's OTPS Team with the following attachments:

- Contractor's List of Clients and Scope of Work (Attachment A)
- J-1 Visa and I-94 (if IC is non-resident alien)
- Completed W-9 Form

This Form is a legally binding contract and should be entered into prior to the commencement of any services. It is not meant to be used as a vehicle for payment of completed services.

This form cannot be used to pay any individual who is a current Research Foundation or CUNY employee or has been employed by either Research Foundation or CUNY in the current calendar year. Individuals paid pursuant to an MOU must qualify under IRS regulations as Independent Contractors.

The Project Director, by signing below, represents that to the best of his / her knowledge the Contractor qualifies as an Independent Contractor under IRS regulations and that the Contractor is not an individual who is, or has been, employed by either the Research Foundation or CUNY in the current calendar year. Furthermore, the Project Director also represents that the services being sought, and the award of a contract to an Independent Contractor does not, to the best of his/her knowledge, violate or is otherwise prohibited by the sponsoring agency.

The Project Director also acknowledges that the Research Foundation is entering into this Agreement based on the Project Director's above representations.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Project Director (Print Name) \_\_\_\_\_ Account Number/PRSY \_\_\_\_\_

College \_\_\_\_\_

Telephone # \_\_\_\_\_ Email \_\_\_\_\_

## RF Form 804

This Agreement is entered into between the Research Foundation of the City University of New York on behalf of \_\_\_\_\_  
("Research Foundation") to engage the services of \_\_\_\_\_ ("Contractor") located at  
\_\_\_\_\_ to provide the services set forth in Attachment A if this Agreement which shall be performed during the  
period from \_\_\_\_\_ to \_\_\_\_\_.

2. Attachment B – Fee / Payment schedule
3. Attachment C – Terms and Conditions
4. Attachment D – Insurance Requirements

Contractor agrees that nothing in this Agreement shall impose any tax liability upon the Research Foundation, including, but not limited to federal, state and local income taxes, unemployment insurance, or social security tax, incurred by the Contractor or persons engaged by the Contractor. The Contractor agrees to indemnify the Research Foundation and hold it harmless from any and all claims for such payments by taxing authorities, including but not limited to fines, penalties, levies and assessments for failure to withhold or remit such payments.

The maximum reimbursable amount of this Agreement is \$ \_\_\_\_\_ which will include all costs, fees as set forth in Attachment B.

Agreed to and Accepted by Independent Contractor \_\_\_\_\_ Date \_\_\_\_\_

Research Foundation of CUNY \_\_\_\_\_ Date \_\_\_\_\_

### RF USE ONLY

Vendor ID # \_\_\_\_\_

PO # \_\_\_\_\_

## ATTACHMENT A - SCOPE OF WORK

## ATTACHMENT B - PAYMENT / FEE SCHEDULE

## Attachment C - Additional Terms and Conditions

In addition to the terms and conditions set forth in the Agreement, the following terms and conditions, if applicable, shall also apply.

### 1. Intellectual Property Considerations.

- a. All work product including but not limited to reports, compilations of data, software or pictorial or graphics ("Copyrightable Materials") created or prepared by the Contractor pursuant to this Agreement shall be considered "work-made-for-hire" (as that term is defined in the copyright laws of the United States) and the Research Foundation shall own all copyright rights therein. To the extent that any such Copyrightable Materials do not qualify as a work-made-for-hire, the Contractor hereby irrevocably assigns, transfers and conveys to the Research Foundation exclusive ownership of copyright in such Copyrightable Materials and the Research Foundation shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in the same. The Contractor agrees to give the Research Foundation or its designees all assistance reasonably required to perfect such rights.
- b. The Contractor represents and warrants that:
  - Contractor is sole author of any and all Copyrightable Materials and that they are original works not subject to any prior agreement, lien or other rights;
  - the Copyrightable Materials do not contain libelous, plagiarized, injurious or other unlawful matter;
  - the Copyrightable Materials do not infringe on the copyright or violate any other right of any person or party whatsoever; and
  - to the extent that the work product incorporates non-original material, the Contractor shall obtain and provide the Research Foundation with copies of all necessary consents and licenses, in writing, for the use of such non-original material under this Agreement.
- c. The Contractor will indemnify and hold the Research Foundation harmless against any and all claims, damages or expenses, including, but not limited to, attorneys' fees arising out of a breach of such warranties.
- d. If the services provided by the Contractor under this Agreement are supported by a federal grant of funds, the federal government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for federal government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

### 2. Additional Indemnification and Insurance Provisions.

- a. In addition to the terms set forth in the Agreement and above, the Contractor will indemnify and hold harmless the Research Foundation and its respective members, directors, officers, agents and employees from any and all claims, judgments or liabilities to which they or any of them may be subject because of any negligence or any fault or default of the Consultant, its agents, employees or subcontractors.
- b. If the Contractor is performing professional services in its capacity as a professional, as may be evidenced by a license to practice a profession, the Contractor shall purchase and maintain Professional Liability Insurance that shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor. If insurance is required for this agreement, the requirements of such insurance shall be in Attachment D.
- c. The Contractor represents and warrants that if Contractor is called upon, and accepts, to provide services as set forth in Attachment A that such work provided by the Contractor will not violate any conflict of interest or employment restrictions that the Contractor may be subject to. Furthermore, the Contractor shall defend, indemnify and hold harmless the Research Foundation from any claims, judgement or liabilities based on Contractor's employment restriction as they pertain to Contractor's provision of services under this Agreement.

### 3. Independent Contractor.

The Contractor is an independent contractor and is solely responsible for the Contractor's actions or inactions. The Contractor is solely responsible for the manner of performing services under this Agreement. The Contractor is not, and will not be, an agent or servant of the Research Foundation or CUNY by virtue of this Agreement or by virtue of any approval, permit, license, grant, right, or other authorization given by the Research Foundation or CUNY or any of their representatives in connection with this Agreement.

### 4. Right to Audit.

The Research Foundation, its auditors, the Comptroller General of the United States, the Comptroller of the State of New York, and, if applicable, the entity providing the funds for this Agreement, shall all have the right at all times to audit and inspect the operations and records of the Contractor relating to this Agreement.

**5. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof. Any and all claims asserted by or against the Research Foundation arising under this Agreement or related hereto shall be heard and determined either in the federal courts of the Southern District of New York or in the New York State Courts located in the City and County of New York.

**6. The following terms only apply if the services under this Agreement will be paid for with New York State Office of Family and Children's Services ("OCFS") funding:**

- a. The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations, 41 CFR, Part 60. The Contractor also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, 28 CFR, Part 41 and OMB Circular A-133.
- b. The Contractor agrees that any goal percentages contained in the contract / work plan are subject to the requirements of Article 15-A of the New York State Executive Law, including Section 316 thereof, and any rules and regulations adopted pursuant to it.
- c. In addition to Section 3 above, the Contractor agrees that it has no contractual relationship with OCFS as a result of this Agreement. The Contractor, however, shall perform the service of this Agreement in accordance with any contract / work plan between OCFS and the Research Foundation and CUNY.
- d. In addition to the funding set forth above, the Contractor may be paid an amount for travel expenses not to exceed \$\_\_\_\_\_. The daily rate of the Contractor shall not exceed \$\_\_\_\_\_.

ATTACHMENT D - INSURANCE REQUIREMENTS  
IF INSURANCE IS REQUIRED