

INDEPENDENT CONSULTANT AGREEMENT

Between

University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102

and

(Consultant's Name)

University of California, Hastings College of the Law, ("Hastings"), hereby retains **(Consultant's Name)** ("Consultant"), whose contact information is:

Contact Person: _____

Contact/Correspondence Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____, to perform services in accordance with the following terms and conditions:

I. CHARACTER AND EXTENT OF SERVICES

_____ (Describe extent of services)

II. PERIOD OF SERVICE AND TERMINATION

- A. The period of service hereunder shall be _____ (start date) through _____ (end date).
- B. Either Hastings or Consultant may terminate this Agreement at any time prior to performance by giving the other party written notice of such action.
- C. If on party gives 30 days' notice to the other of a breach of this Agreement and the breaching party fails to cure breach within said 30 day period, this Agreement may be terminated by the non-breaching party.

III. COMPENSATION

Professional Fees: (Please check the applicable box)

- ☐ See attached fee schedule, OR
- ☐ \$ _____ (hourly rate) x _____ (number of hours), OR
- ☐ Lump sum payment \$ _____

Subtotal: \$ _____

Other Expenses: (Please check the boxes that are applicable)

- ☐ Travel expenses, as negotiated and approved (specify) _____
- _____
- ☐ Other expenses, as negotiated and approved (specify) _____
- _____

MAXIMUM TO BE PAID UNDER THIS AGREEMENT:

TOTAL: \$ _____

IV. PAYMENT (Please check the applicable box)

- ☐ Payment will be made upon completion of the work and upon receipt of an invoice by Consultant; OR
- ☐ Payments will be made on a monthly or periodic basis and upon receipt of an invoice by Consultant.

The invoice(s) must include the Consultant's taxpayer identification number. Consultants submit invoices to person named below:

University of California
Hastings College of the Law
Attention: _____ (Name)
200 McAllister Street
San Francisco, CA 94102

No payment shall be made in advance of work performed, except as specified in Agreement.

V. TAXES

The compensation provided herein includes all applicable taxes and will not be changed hereafter as the result of Consultant's failure to include any tax or as the result of any change in Consultant's tax liabilities.

VI. WAIVER OF BENEFITS

It is understood and agreed by the parties that Consultant is an independent consultant, not an employee of Hastings and that Consultant waives any and all claims to employee benefits.

VII. ASSIGNMENT

This Agreement is not assignable or delegable by either party.

VIII. INDEMNIFICATION

Hastings and the State of California shall not be liable for any accident, loss, injury (including death) or damages, happening or occurring during the performance of this Agreement, to persons and/or property, caused in whole or in part by the intentional or negligent acts or omissions of Consultant and Consultant will fully assume liability imposed by law and hereby agrees to indemnify, hold harmless and release, discharge and waive any and all liability of Hastings, its officers, agents and employees and the State of California from any and all losses or expenses (including costs of attorneys' fees) by reason of liability imposed by law or this Agreement for damages because of property damage, including damage, loss or destruction from any cause, bodily injury, personal injury including death, at any time resulting from or arising out of or in consequence of Consultant's performance under this Agreement, provided such injuries to persons or property are not due to the negligent acts or omissions of Hastings.

IX. COORDINATION

Consultant, in performing services described herein, will coordinate with and report to:

_____ (Name)

_____ (Title)

Hastings College of the Law

200 McAllister Street

San Francisco, CA 94102

_____ (Telephone number)

X. EXAMINATION OF RECORDS

Hastings shall have access to and the right to examine relevant books, documents, papers

and records of Consultant involving transactions related to this Agreement for three (3) years after the final payment hereunder.

XI. OWNERSHIP OF RECORDS

All documents used by the Consultant in the performance of his/her services hereunder shall be and shall remain the sole property of Hastings.

XII. CONFLICT OF INTEREST

- A. Consultant will not hire any employee of Hastings to perform any service covered by this Agreement.
- B. Consultant affirms that to the best of the Consultant's knowledge, there exists no actual or potential conflict between Consultant's family, business or financial interests and the services under this Agreement, and in the event of any change in such circumstances will inform Hastings of any question regarding possible conflict of interest which may arise as a result of such change in circumstances.

XIII. FAIR POLITICAL PRACTICES COMMISSION REPORTING

Hastings' General Counsel may determine that Consultant hired to perform a range of duties that are limited in scope may be required to comply fully with the certain FPPC disclosure requirements. If a determination is made, the General Counsel will notify Consultant in writing. The General Counsel's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

XIV. ENFORCEMENT OF AGREEMENT

Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, heard before an arbitrator selected by both parties or pursuant to a strike off, in accordance with the American Arbitration Association Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy which would be available from a court of law shall be available from the arbitrator, to the parties of this Agreement pending arbitration.

The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorneys' fees.

XV. NON-RESPONSIBILITY OF THE REGENTS

The Regents of the University of California, a public corporation, is not a party to nor is it financially responsible under this Agreement.

XVI. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California.

Dated: _____, 20____
UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW

By: _____
David Seward
Chief Financial Officer

Dated: _____, 20____
Approved as to Form:

Elise K. Traynum
General Counsel

Dated: _____, 20____

CONSULTANT

By: _____

Name

Title

Social Security Number or
Federal Tax I.D. Number¹ as evidenced by
the attached IRS form W-9

¹ PRIVACY NOTICE

If the Employer Identification Number is not used, the Social Security Number must be shown. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security Number is to verify your identity. The principal use of the number shall be to report payment you have received to Federal and State governments.