**Personal Service & Consulting Agreement**

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| This Consulting Agreement (the "Agreement") is entered into by and between CONSULTANT NAME an individual, ("Consultant" or “You”) and The CCSU Foundation, Inc. (the "Foundation").  **RECITALS**  WHEREAS, the Foundation is in need of DESCRIPTION OF SERVICES and  WHEREAS, Consultant has agreed to perform consulting work for the Foundation in providing this support and marketing consulting services and other related activities as directed by the Foundation.  NOW, THEREFORE, the parties hereby agree as follows:  **1. Consultant's Services.**Consultant shall be available and shall provide to the Foundation professional consulting services in the area of the DESCRIPTION OF SERVICES ("Consulting services") as requested by the Foundation’s Executive Director. The Foundation shall not control the manner or means by which you perform the Consulting services, including but not limited to the time and place you perform the services.  Consultant represents and warrants that:  (a) you have the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of your obligations in this Agreement;  (b) your entering into this Agreement with the Foundation and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;  (c) you have the required skill, experience, and qualifications to perform the Consulting services, you shall perform the Consulting services in a professional and workmanlike manner in accordance with industry standards for similar services, and you shall devote sufficient resources to ensure that the Consulting services are performed in a timely and reliable manner;  (d) you shall perform the Consulting services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Consulting services;  (e) the Foundation will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and  (f) all Work Product is and shall be your original work (except for material in the public domain or provided by the Foundation) and, to the best of your knowledge, do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.  **2. Consideration.**  **A. RATE**.  In consideration for the Consulting Services to be performed by Consultant under this Agreement, the Foundation will pay the Consultant at a rate equal to TOTAL AMOUNT OF CONTRACT for time spent on Consulting Services (DETAILS ABOUT WHEN THE PAYMENT WILL BE MADE AND WHETHER IN A LUMP SUM OR INSTALLMENTS). Consultant shall submit written, signed reports of the time spent performing Consulting Services, itemizing in reasonable detail the dates on which services were performed, and a brief description of the services rendered. Such reports shall be submitted at least monthly. The Foundation shall pay Consultant the amounts due pursuant to submitted reports within 14 days after such reports are received by the Foundation.  **B.  EXPENSES**. Additionally, the Foundation will pay Consultant for reasonable expenses for the following reasons that are incurred while the Agreement between Consultant and the Foundation exists:  - Miscellaneous travel-related expenses (parking and tolls.)  Consultant shall submit written documentation and receipts where available itemizing the dates on which expenses were incurred. The Foundation shall pay Consultant the amounts due pursuant to submitted reports within 14 days after a report is received by the Foundation.  **3. Independent Contractor.**  Nothing herein shall be construed to create an employer-employee relationship between the Foundation and Consultant. Consultant is an independent contractor and not an employee of the Foundation or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the Foundation will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant acknowledges that they will receive an IRS Form 1099-NEC from the Foundation, and that they shall be solely responsible for all federal, state, and local taxes or contributions. Consultant shall indemnify and hold the Foundation and its officers, directors and employees harmless from any and all liability for any delay or failure on Consultant’s part to pay any such taxes or contributions.  Consultant will not represent to be or hold herself out as an employee of the Foundation. You have no authority (and shall not hold yourself out as having authority) to bind the Foundation and you shall not make any agreements or representations on the Foundation’s behalf without the Foundation's prior written consent.  Further, it is understood that the Foundation shall provide you with access to its premises, materials, information, and systems to the extent necessary for the performance of the Consulting services. The Consultant, however, shall furnish and use their own technology, materials, and equipment, not Foundation issued technology, materials, or equipment in fulfillment of contracted work.  **4. Confidentiality.**  In the course of performing Consulting services, the parties recognize that Consultant may come in contact with or become familiar with information which the Foundation may consider confidential. This information may include, but is not limited to, information pertaining to the Foundation or the Foundation’s support of the University. The Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Foundation personnel or their designees.  **5. Term.** This Agreement shall commence upon the signature date, and shall terminate on the delivery of the agreed upon services, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon Thirty (30) days prior written notice.  **6. Notice.**  Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States, properly addressed to the appropriate party at the address set forth below:  (a)  Notices to Consultant:  CONSULTANT’S NAME AND FULL MAILING ADDRESS.  (b) Notices to the Foundation:  The CCSU Foundation, Inc. Attn: Jennifer Destefani, Executive Director, 1615 Stanley Street, New Britain, CT 06053  **7. Miscellaneous.**  *7.1 Entire Agreement and Amendments***.**  This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.  *7.2 Binding Effect, Assignment*.  This Agreement shall be binding upon and shall inure to the benefit of Consultant and the Foundation and to the Foundation's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Foundation.  *7.3 Governing Law, Severability*.  This Agreement shall be governed by the laws of the State of Connecticut. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision. Furthermore, any action regarding this Agreement or its enforcement shall be subject to the exclusive jurisdiction of the state or federal courts of Connecticut.  WHEREFORE, the parties have executed this Agreement as of the date last written below.  THE CCSU FOUNDATION, INC.  Signed by:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Jennifer Destefani Executive Director Date  CONSULTANT:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CONSULTANT’S NAME Date |
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