

## CONSULTANT CONTRACT FOR NON-STATE EMPLOYEES

This Agreement made by and between STATE UNIVERSITY OF NEW YORK College of Environmental Science and Forestry (SUNY ESF), an educational corporation organized and existing under the laws of the State of New York and, having its principal place of business located at 1 Forestry Drive, Syracuse, New York 13210, hereinafter referred to as the "University" and \_\_\_\_\_, Social Security Number \_\_\_\_\_, (or Federal ID Number), residing at \_\_\_\_\_, hereinafter referred to as Consultant.

WHEREAS, the University is conducting a program involving (*complete with program detail*)

WHEREAS, the University determines that it is necessary to have a Consultant to assist in the development of this program;

WHEREAS, the Consultant is experienced in these fields and is well qualified to make recommendations and evaluations for the University's development of this program;

WHEREAS, the Consultant acknowledges that s/he is not a New York State Employee.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein set forth, the parties hereto agree as follows:

1. The Consultant agrees that at the cost as herein stated s/he shall provide services as consultant to the University for the development of the above program. These services shall include: (*complete scope of work*)
2. The term of this agreement shall commence on *Month/Day/Year* and shall continue through the period ending *Month/Day/Year*. This agreement may not be renewed and/or extended. This agreement shall be effective as of the date of signature of both parties hereto and approval by the New York State Attorney General and the New York State Office of the State Comptroller, when applicable.
3. The total fee for this contract shall be (insert contract amount in words) (\$XX.00) to be paid as follows: (*insert payment schedule*). Any expenses in addition to the fee specified shall be paid at the rates and the method approved by the New York State Office of the State Comptroller. Consultant agrees to follow University and State of New York protocol when applying for these additional expenses.
4. The Consultant shall visit locations as necessary and meet with appropriate University personnel as necessary in order to obtain the information necessary for carrying out this contract.
5. It is understood between the parties that this agreement is intended to secure the services of the Consultant because of his/her ability and that this agreement shall not be assigned in whole or in part by either party hereto without the prior consent in writing of the others.
6. The Consultant specifically agrees that all work produced, and the product of all services rendered by the Consultant pursuant to this agreement shall be the property of the University. The Consultant hereby agrees that any work based on the services rendered under this agreement shall be kept in confidence and not be released, published or disseminated in any form without the express consent in writing of the University.
7. The Consultant shall comply with all laws, rules, orders, regulations, and requirements of Federal, State and Municipal governments applicable thereto including the provisions of "Exhibit A" attached hereto and made a part of this agreement, and during his/her performance under this contract and agrees to comply with applicable State and Federal contractual clauses which prohibit discrimination in employment because of race, color, creed, sex, age and national origin and which promotes full realization of equal employment opportunity.
8. The relationship of the Consultant to the University and the State of New York arising out of this agreement shall be that of independent contractor.

9. Consultant shall indemnify, defend and hold harmless University, its' trustees, officers, agents and employees, of, from and against any suits, actions, damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities and costs arising out of negligence, loss, destructive, error, wrongful acts or omissions of Consultant, its officers, employees or agents. Consultant shall remain liable for direct damages that are due to it negligence. The University shall not be liable upon any cause of action brought against Consultant as a result of Consultant's performance in compliance with this contract.
10. The University reserves the right to terminate this contract in the event it is found that the certification filed by the Consultant in accordance with New York State Finance Law Section §139-j, as amended, and §139-k, as amended, was intentionally false or intentionally incomplete. Upon such finding, the University may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of the contract.
11. Regardless of the place of physical execution of the agreement, this agreement shall be interpreted according to the laws of the State of New York.
12. The Consultant agrees that in rendering the services under this agreement, s/he shall use his/her own staff, materials and facilities.
13. The University reserves the right at any time during the performance of this agreement to omit any portion of the work as may be deemed reasonably necessary without constituting grounds for any claim by the consultant for allowances for damages. If such change or alteration results in a reduction of the work covered by the agreement, a proportionate deduction shall be made from the consideration herein.
14. The University reserves the right to modify or change this agreement by supplement thereto providing for extra work in order to carry out and complete more fully and accurately the work called for herein. If such changes or modifications result in an increase of the work covered by this agreement, the consideration shall be proportionately increased.
15. This agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.
16. The Consultant agrees that the University or its designee, after final payment under this agreement, shall have access to and the right to examine any books, documents, papers and records of the consultant involving the work to be performed hereunder.
17. The University may at any time during the term of this agreement terminate said agreement by mailing to the Consultant at the address noted in paragraph 18 set forth 30 days prior written notice of such termination, in which event Consultant shall be paid for professional time and expenses incurred to date of termination upon receipt by the University of all work or working papers completed to the time of such termination.
18. All notices to either party hereunder must be in writing, signed by the party giving it, and shall be served either personally or by registered mail to the addresses as follows:

TO:

Susan M. Head, CFO  
Vice President of Administration  
SUNY ESF  
1 Forestry Drive  
Syracuse, NY 13210

TO:

or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

19. Consultant agrees to comply with the provisions of the Iran Divestment Act, (Chapter 1 of the Laws of 2012 amending NYS Finance Law §165-a). By execution of this agreement, Consultant certifies that it is not on the Prohibited Entities List

(<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>) established by the NYS Office of General Services and further certifies that it will not contract with any subcontractor on the list as they pertain to this agreement. The University reserves the right to terminate this agreement, at any time, should the University receive information to the contrary.

20. Consultant agrees to comply with the provisions of the Consultant Disclosure Legislation (Chapter 10 of the Laws of 2006 amending NYS Finance Law §8 and §163). Consultant must disclose, by employment category, the number of persons employed, the number of hours worked and the amount Consultant is paid by the University as compensation for the work performed by these employees. Consultant compliance with this provision includes the completion and submission of Form A – Contractor’s Planned Employment Report and Form B – Contractor’s Annual Employment Report.
21. Consultant agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Consultant shall be liable for the costs associated with such breach if caused by Consultant’s negligent or willful acts or omissions, or the negligent or willful acts or omissions of Consultant’s agents, officers, employees, or subcontractors.

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

**Agency Certification:**

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: \_\_\_\_\_  
Dean, Vice President, Chair (Name Typed Here)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Susan M. Head, Vice President of Administration

Date: \_\_\_\_\_

**Consultant Certification:**

I certify that all information provided to the SUNY ESF is complete, true and accurate with regard to prior non-responsibility determinations within the past four years based upon (i) impermissible contacts or other violations of State Finance Law §139-j, as amended, and §139-k, as amended, or (ii) the intentional provisions of false or incomplete information to SUNY ESF.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Address: \_\_\_\_\_

Approved as to Form

Approved and Filed

Date: \_\_\_\_\_  
Eric T. Schneiderman  
Attorney General

Date: \_\_\_\_\_  
Thomas P. DiNapoli  
State Comptroller

By: \_\_\_\_\_  
Assistant Attorney General

By: \_\_\_\_\_  
For the Comptroller