HSCB Foundation Agreement Template

Instructions:

(1) Draw up the agreement. If you wish to attach a consultant proposal to the agreement, please see the Attachment Version of the agreement.

(2) Obtain signatures of consultant and department representative

(3) Submit to CFO office for seeking Foundation attorney's review

(4) Agreement to be approved by the President and Treasurer of the Foundation

(5) Approved agreement is returned to department and consultant can start work

(6) Project Manager receives, reviews, and approves for payment all invoices. Submits activity reports and original invoice to HSCB Director of Finance.

(7)) Approved agreement must be attached to all payment requests for consultant

***Non Attachment Version of Agreement***

**AGREEMENT** made this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_ by and between the **HSCB Foundation, Inc.**, a not-for-profit corporation organized and existing under the laws of the State of New York and having its principal place of business located at 450 Clarkson Avenue, Brooklyn, New York 11203, hereinafter referred to as “**Foundation**” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “**Consultant**.”

**W I T N E S S E T H:**

**WHEREAS**, **Foundation** desires to obtain the services of a **Consultant** on behalf of SUNY Downstate Medical Center Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

**WHEREAS**, the **Consultant** is qualified to perform the desired services;

**WHEREAS**, the **Foundation** and the **Consultant** desire to enter into an agreement setting forth the terms and conditions by which the **Consultant** will perform the desired services; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The **Consultant** shall provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which shall include without limitation the following responsibilities:
   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Unless terminated earlier as provided herein, the term of this Agreement shall begin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and end \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. In consideration of the rendering of the services provided by the **Consultant** under this Agreement, **Foundation** shall pay the **Consultant** a total amount not to exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for work performed in relation to this Agreement. Payment will be based on **Consultant’s** submission of (monthly/quarterly)\_\_\_\_\_\_\_\_\_\_\_\_ invoices. Invoices shall be supported by an activity report covering the **Consultant’s** activities related to this Agreement for the (month/quarter).
4. **Foundation** is a not-for-profit organization exempt from any and all taxes related to the services provided under this Agreement.
5. The **Consultant** and any employees or subconsultants engaged in the performance of the work contemplated under this Agreement shall at all times be deemed to be performing as an independent **Consultant** and not as an agent or employee of the **State University** or **Foundation**, and the acts and omissions of such employees or subconsultants shall be deemed to be those of the **Consultant**. **Consultant** shall defend, indemnify and hold harmless the **Foundation**, officers, directors and their employees from and against all liability, loss, damages and expense which may be suffered from any claim, demand, suit or cause of action which may be made or held against them by reason of negligence or malpractice on the part of the **Consultant**, its agents or employees.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
7. The **Consultant** shall keep books and records in accordance with good accounting practice and shall permit **Foundation** to examine and audit the books of the **Consultant** pertaining to this Agreement at the **Consultant’s** place of business, with reasonable notice by **Foundation**.
8. Any notices between **Foundation** and **Consultant** must be in writing signed by the party giving it and shall be hand delivered with receipt given or sent by certified mail, return receipt requested as follows:

To **Foundation**: HSCB Foundation, Inc.

Attn: Treasurer

450 Clarkson Avenue, Box 65

Brooklyn, N.Y. 11203

To **Consultant**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. Neither this Agreement nor the rights of either party hereunder shall be assignable except with the prior written consent of the other party, and the conditions hereof shall bind any permitted successor to assigns of either party.
2. Upon receipt of accurate and correct invoices, and activity reports as appropriate, payment to **Consultant** will be rendered by the **Foundation** within thirty days of receipt of appropriate invoices by the **Foundation**.

Invoice and activity reports to Project Manager at the following address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A copy of invoice to the following address:

HSCB Foundation, Inc.

Attention: Director of Finance

450 Clarkson Avenue, Box 1219

Brooklyn, N.Y. 11203

Payments to **Consultant** will be remitted to the following address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. In the event of a breach of any contract provision, **Foundation** shall give the **Consultant** fifteen days to cure. If the breach is not remedied within the fifteen day cure period, **Foundation** reserves the right to cancel this Agreement by giving the **Consultant** fifteen days written notice.
2. The parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other cause beyond the control of the parties, either party is unable to entirely perform its obligations, such non-performance shall not be considered a breach of this Agreement.
3. Notwithstanding anything contained herein to the contrary, **Consultant** shall remain liable for damages arising directly out of its negligence or that of its officers, agents or employees.
4. **Foundation** reserves the right at any time during the performance of this Agreement to omit any portion of the work as may be deemed in its sole discretion reasonably necessary without constituting grounds for any claim by **Consultant** for allowances for damages.
5. **Foundation** reserves the sole right to terminate this Agreement by giving the **Consultant** thirty days written notification. In the event of termination by either party, all monies due for work performed up to the date of termination will be payable as set forth herein.
6. The **Foundation’s** Project Manager for this Agreement shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or his/her designee. The Project Manager will review any work plan prepared by the **Consultant**, approve activities hereunder and review and approve the **Consultant’s** invoices submitted hereunder.
7. This Agreement constitutes the entire agreement between the parties and all previous communications between the parties whether written or oral, with reference to the subject matter of this Agreement are hereby superseded.

**IN WITNESS WHEREOF**, the parties hereto have caused their signatures to be affixed as of the date first above written.

**CONSULTANT** **HEALTH SCIENCE CENTER AT**

**BROOKLYN FOUNDATION, INC.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PRESIDENT**

**DEPARTMENT OF …… HEALTH SCIENCE CENTER AT**

**BROOKLYN FOUNDATION, INC.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PROJECT MANAGER TREASURER**

***Attachment Version of Agreement***

**AGREEMENT** made this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_ by and between the **HSCB Foundation, Inc.**, a not-for-profit corporation organized and existing under the laws of the State of New York and having its principal place of business located at 450 Clarkson Avenue, Brooklyn, New York 11203, hereinafter referred to as “**Foundation**” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “**Consultant**.”

**W I T N E S S E T H:**

**WHEREAS**, **Foundation** desires to obtain the services of a **Consultant** on behalf of SUNY Downstate Medical Center Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

**WHEREAS**, the **Consultant** is qualified to perform the desired services;

**WHEREAS**, the **Foundation** and the **Consultant** desire to enter into an agreement setting forth the terms and conditions by which the **Consultant** will perform the desired services; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The **Consultant** shall provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as attached

hereto as Exhibit A.

1. Unless terminated earlier as provided herein, the term of this Agreement shall

begin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and end \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. In consideration of the rendering of the services provided by the **Consultant**

under this Agreement, **Foundation** shall pay the **Consultant** a total amount not to

exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for work performed in relation to this

Agreement. Payment will be based on **Consultant’s** submission of

(monthly/quarterly)\_\_\_\_\_\_\_\_\_\_\_\_ invoices. Invoices shall be supported by an

activity report covering the **Consultant’s** activities related to this Agreement for

the (month/quarter).

1. **Foundation** is a not-for-profit organization exempt from any and all taxes

related to the services provided under this Agreement.

1. The **Consultant** and any employees or subconsultants engaged in the performance of the work contemplated under this Agreement shall at all times be deemed to be performing as an independent **Consultant** and not as an agent or employee of the **State University** or **Foundation**, and the acts and omissions of such employees or subconsultants shall be deemed to be those of the **Consultant**. **Consultant** shall defend, indemnify and hold harmless the **Foundation**, officers, directors and their employees from and against all liability, loss, damages and expense which may be suffered from any claim, demand, suit or cause of action which may be made or held against them by reason of negligence or malpractice on the part of the **Consultant**, its agents or employees.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
3. The **Consultant** shall keep books and records in accordance with good accounting practice and shall permit **Foundation** to examine and audit the books of the **Consultant** pertaining to this Agreement at the **Consultant’s** place of business, with reasonable notice by **Foundation**.
4. Any notices between **Foundation** and **Consultant** must be in writing signed by the party giving it and shall be hand delivered with receipt given or sent by certified mail, return receipt requested as follows:

To **Foundation**: HSCB Foundation, Inc.

Attn: Treasurer

450 Clarkson Avenue, Box 65

Brooklyn, N.Y. 11203

To **Consultant**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. Neither this Agreement nor the rights of either party hereunder shall be assignable except with the prior written consent of the other party, and the conditions hereof shall bind any permitted successor to assigns of either party.
2. Upon receipt of accurate and correct invoices, and activity reports as appropriate, payment to **Consultant** will be rendered by the **Foundation** within thirty days of receipt of appropriate invoices by the **Foundation**.

Invoice and activity reports to Project Manager at the following address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A copy of invoice to the following address:

HSCB Foundation, Inc.

Attention: Director of Finance

450 Clarkson Avenue, Box 1219

Brooklyn, N.Y. 11203

Payments to **Consultant** will be remitted to the following address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. In the event of a breach of any contract provision, **Foundation** shall give the **Consultant** fifteen days to cure. If the breach is not remedied within the fifteen day cure period, **Foundation** reserves the right to cancel this Agreement by giving the **Consultant** fifteen days written notice.
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3. Notwithstanding anything contained herein to the contrary, **Consultant** shall remain liable for damages arising directly out of its negligence or that of its officers, agents or employees.
4. **Foundation** reserves the right at any time during the performance of this Agreement to omit any portion of the work as may be deemed in its sole discretion reasonably necessary without constituting grounds for any claim by **Consultant** for allowances for damages.
5. **Foundation** reserves the sole right to terminate this Agreement by giving the **Consultant** thirty days written notification. In the event of termination by either party, all monies due for work performed up to the date of termination will be payable as set forth herein.
6. The **Foundation’s** Project Manager for this Agreement shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or his/her designee. The Project Manager will review any work plan prepared by the **Consultant**, approve activities hereunder and review and approve the **Consultant’s** invoices submitted hereunder.
7. This Agreement constitutes the entire agreement between the parties and all previous communications between the parties whether written or oral, with reference to the subject matter of this Agreement are hereby superseded.

**IN WITNESS WHEREOF**, the parties hereto have caused their signatures to be affixed as of the date first above written.

**CONSULTANT** **HEALTH SCIENCE CENTER AT**

**BROOKLYN FOUNDATION, INC.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PRESIDENT**

**DEPARTMENT OF …… HEALTH SCIENCE CENTER AT**

**BROOKLYN FOUNDATION, INC.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PROJECT MANAGER TREASURER**

**Attachment: Exhibit A**