



Palo Alto Institute for Research & Education

P.O. Box V-38 • Palo Alto, CA 94304-0038

INDEPENDENT CONTRACTOR AGREEMENT

This agreement to furnish certain contractor services is made by and between the Palo Alto Institute for Research and Education, Inc. (PAIRE) and the designated individual/entity defined as an Independent Contractor (IC) regarding services to be rendered by the IC to PAIRE. This agreement shall become effective on the date it is fully executed. Either party may terminate this agreement at any time by giving the other party written notice of such action.

This agreement is established based on the terms and conditions defined in Exhibit A, and the executed checklist, Exhibit B, both attached hereto and incorporated herein.

Any representations, warranties, promises or conditions not incorporated herein shall not be binding upon either party. This agreement shall not bind PAIRE unless and until signed by the Executive Director. No waiver or modifications of any provision of this agreement shall be binding unless in writing and signed by the IC and the Executive Director of PAIRE.

INFORMATION ABOUT INDEPENDENT CONTRACTOR

NAME/DEGREE _____

MAILING ADDRESS _____

TELEPHONE NUMBER _____ SSN/TAX ID _____

QUALIFICATIONS _____
(May Attach CV)

INFORMATION ABOUT SERVICE TO BE PERFORMED

DESCRIPTION OF SERVICE _____

COMPENSATION _____
(Per hour/job/fixed fee)

DURATION OF AGREEMENT _____

PAIRE ACCOUNT _____

The IC will invoice PAIRE for services rendered at least quarterly but no more than monthly. The invoice will include a description of services performed and must be approved by the Principal Investigator prior to submission to PAIRE.

It is expressly understood, agreed and acknowledged by IC that the right to full compensation pursuant to this agreement is conditioned upon fulfillment of the services performed as described in this agreement.

Submitted and Agreed:

Signature of Independent Contractor

Signature of Principal Investigator

Printed Name of Independent Contractor

Date

Date

Approved:

Donna McCartney, Executive Director

Date

INDEPENDENT CONTRACTOR AGREEMENT – EXHIBIT A
TERMS AND CONDITIONS

CONFIDENTIALITY: The IC agrees to maintain confidentiality with respect to trade secrets, research data, patient information, or any other information as to which PAIRE requests confidentiality.

PRIVACY ACT: Pursuant to the Federal Privacy Act of 1974 the IC is notified by this agreement that disclosure of his/her Social Security Number is mandatory. Disclosure of the SSN is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404.1256, CFR, under Section 218, Title II of the Social Security Act as amended. The SSN is to verify identity. The principal uses of the number shall be to report payments to federal and state governments.

FEES: The IC certifies by signature on this agreement that the fees charged are no more than his/her usual fees for the nature of the services to be provided to any other public institution or private client.

TAXES: The compensation defined in this agreement includes all applicable taxes and will not be changed as the result of IC's failure to include any applicable tax or as the result of any change in the IC's tax liabilities.

ASSIGNMENT OR SUBCONTRACTING: The IC may not assign or transfer this agreement or any interest therein or claim thereunder nor subcontract any portion of the work thereunder without the prior written approval of PAIRE.

IC'S LIABILITY AND INSURANCE REQUIREMENTS: The IC hereby declares that s/he is engaged in an independent business and agrees to perform services as an independent contractor and not as the agent, employee or servant of PAIRE. The IC agrees to defend, indemnify and hold harmless PAIRE, its officers and agents, and employees from and against all losses and expenses, including costs and attorney's fees, resulting from any injury, including death, to any person or damages to property of others arising out of the acts or omissions of the IC, its employees or agents in performance of the work under this agreement.

If the IC is a firm, rather than an individual, or is an individual using a personal automobile to carry out IC duties in this agreement, IC shall furnish a certificate of insurance showing minimum coverage of Comprehensive Automobile Liability of \$15,000 per person or \$30,000 per occurrence for bodily injury and \$5,000 for property damage. All certificates of insurance shall specify that the coverage will not be cancelled or reduced without thirty days' written notice to PAIRE. Premiums on all insurance policies shall be paid directly by the IC.

The IC agrees to be responsible for payment of Worker's Compensation taxes for his/her employees engaged in the performance of these specified services.

RECORDS ABOUT INDIVIDUALS: The State of California Information Practices Act of 1977 sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties. If an IC creates records about an individual of a confidential or personal type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information the IC shall inform the individual that the record is being made and explain the purpose of the record. Any such activity requires approval of the work by the IRB.

OWNERSHIP AND ACCESS TO RECORDS: While ownership of confidential or personal information about individuals shall be subject to negotiated agreement between PAIRE and the IC, records will normally become the property of PAIRE, subject to its policies governing privacy and access to files, unless legally prohibited or otherwise negotiated with the IC.

EXAMINATION OF RECORDS: PAIRE, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers and records of IC involving transactions and work related to this agreement until the expiration of three years after final payment hereunder.

CONFLICT OF INTEREST: The IC will not hire any officer or employee of PAIRE to perform any service covered by this agreement. If the work is to be performed in connection with a federal contract or grant, the IC will not hire any employee of the United States government to perform any service covered by this agreement.

The IC affirms that s/he is aware that federal law (18USC, Section 209) prohibits any individual from accepting compensation from any source for effort that is already being paid for by the Department of Veterans Affairs. If the IC is a VA employee, s/he affirms that none of the work for this agreement will be performed during the VA tour of duty. Further, s/he affirms that the work for this agreement is clearly separate and distinguishable from assigned VA duties.

The IC affirms that to the best of his/her knowledge there exists no actual or potential conflict between IC's family, business or financial interests and the services provided under this agreement. In the event of change in either private interests or service under this agreement any question regarding possible conflict of interest that may arise as a result of such change will be raised with PAIRE.

The IC affirms that they are not a member of the family of the Principal Investigator for whom these services are being performed.

PATENTS: Whenever any invention or discovery is made or conceived by IC in the course of or in connection with this agreement, IC shall furnish PAIRE with complete information with respect thereto. PAIRE will refer this information to VAPAHCS; that institution shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to any and all rights under any application or patent that may result. The IC will execute all documents and do all things necessary or proper with respect to such patent applications. The IC is specifically subject to an obligation to assign all right, title and interest in any such patent rights to VA as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

COPYRIGHT: PAIRE, in accordance with VA requirements, shall have the sole power to determine whether or not a copyright application shall be filed for any published report or other document that results from the work performed under this agreement.

APPLICABLE LAW: This agreement shall be governed, construed, and interpreted in accordance with federal law, and, to the extent they are not inconsistent with federal law, the laws of the State of California.

**INDEPENDENT CONTRACTOR AGREEMENT – EXHIBIT B
INDEPENDENT CONTRACTOR CHECKLIST**

The IRS has a 20 Factor Test that can assist in appropriate classification of a worker as an Independent Contractor (including Consultants) or employee. All factors must be considered and all are not equally weighted.

To help us determine whether the applicant may be an Independent Contractor he/she must answer the following questions as they relate to the proposed services.

		YES	NO
1	The worker will determine the sequence of the tasks to be performed.		
2	The worker will not be held to detailed instructions.		
3	The worker will not be subject to discharge as long as the contract requirements are met.		
4	The relationship with the worker will end when the job is done.		
5	The success of the business will not directly depend upon the worker's performance.		
6	The worker will not be liable for employer losses caused by their failure to perform.		
7	The worker will make his or her services available to the public on a regular basis.		
8	The worker may substitute another qualified individual without the employer's consent.		
9	The worker will not be required to submit detailed reports.		
10	The worker may hire, fire and compensate assistants directly.		
11	The worker may establish his or her own working hours.		
12	The worker will not be required to work full-time for one employer.		
13	The worker will perform services for more than one employer.		
14	The worker will have a risk of profit or loss.		
15	The worker will generally work off-premises.		
16	The worker will pay his or her own business and travel expenses.		
17	The worker will reimburse the employer for office space.		
18	The worker will furnish his or her own tools and materials.		
19	The worker will not require training by the employer.		
20	The worker will be paid in a lump sum, based upon an invoice.		

The information provided above is true and correct to the best of my knowledge.

Signature of Independent Contractor

Signature of Principal Investigator

Date

Date