



# UC San Diego

## Policy & Procedure Manual

---

[Search](#) | [A-Z Index](#) | [Numerical Index](#) | [Classification Guide](#) | [What's New](#)

### **PURCHASING**

#### **Section: 523-10.1 EXHIBIT B**

Effective: 06/15/1989

Supersedes: 12/19/1980

Review Date: TBD

Issuance Date: 06/15/1989

Issuing Office: [Procurement & Contracts](#)

---

### **EXHIBIT B**

#### **INDEPENDENT CONSULTANT AGREEMENT TERMS AND CONDITIONS**

##### **I. TAXES**

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

##### **II. ASSIGNMENT OR SUBCONTRACTING**

The Consultant may not assign or transfer this agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of the University.

##### **III. PATENTS**

whenever any invention or discovery is made or conceived by Consultant in the course of or in connection with this agreement, Consultant shall furnish University with complete information with respect thereto and University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. Consultant will, at University expense, execute all documents and do all things necessary or proper with respect to such patent application.

##### **IV. COPYRIGHT**

The University shall have the sole power to determine whether or not a copyright application shall be filed for any published report or other document which results from the work performed under this agreement. Consultant will, at University expense and at University request, execute all documents and do all things necessary or proper with respect to such copyright application.

##### **V. CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS**

- A. Consultant agrees to defend, indemnify, and hold harmless the University, its officers, 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 Consultant, its employees, or agents in performance of the work under this agreement.

If the Consultant is a firm rather than an individual, or if consultant is an individual using a personal automobile to carry out consulting duties, consultant shall furnish a certificate of Insurance showing minimum coverage of 1) Comprehensive Automobile Liability if \$15,000 per person or \$30,000 per occurrence for bodily injury and \$5,000 for property damage, and 2) Comprehensive General Liability including products liability of \$100,000 (bodily injury and property damage combined).

The coverage outlined above shall include The Regents of the University of California as additional insured, but only with respect to the negligent acts or omissions of Seller, its officers, agents, employees, subcontractors or anyone directly employed by them, or any other person or persons under its direction and control.

- B. As applicable, Consultant shall also provide a Certificate of Insurance for Worker's Compensation and Employer's Liability Insurance in the amount covering Consultant's full liability under the "Worker's Compensation Insurance and Safety Act" of the State of California
- C. All Certificates of Insurance shall specify that the coverage will not be cancelled or reduced without thirty (30) days written notice to the University. Premiums on all insurance policies shall be paid directly to the insurer by the Consultants.

## **VI. RECORDS ABOUT INDIVIDUALS**

The State of California Information Practices Act of 1977, as well as University policy, 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 Consultant 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 Consultant shall inform the individual that the record is being made and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in this agreement.

## **VII. OWNERSHIP AND ACCESS TO RECORDS**

While ownership of confidential\*\* or personal\*\* information about individuals shall be subject to negotiated agreement between the University and Consultant, records will normally become the property of the University of California and subject to University policies governing privacy and access to files, unless legally prohibited or otherwise negotiated with Consultant.

## **VIII. EXAMINATION OF RECORDS**

The University, 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 Consultant involving transactions and work related to this agreement until the expiration of five years after final payment hereunder. The Consultant shall retain project records for a period of five years from the date of final payment.

## **IX. CONFLICT OF INTEREST**

- A. Consultant shall not hire any officer or employee of the University to perform any service covered by this agreement. If the work is to be performed in connection with a Federal contract or grant, Consultant will not hire any employee of the United States government to perform any service covered by this agreement.
- B. Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between Consultant's family, business, or financial interests and the services provided under this agreement, and in the event of change in either private interests or service under this agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the University.
- C. Consultant shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision making position with respect to the Consultant.

**X. AFFIRMATIVE ACTION**

Consultant shall not maintain or provide racially segregated facilities for employees at any establishment under Consultant's control. Consultant agrees to adhere to the principles set forth in Executive Orders 11246 and 11375 and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned who are in his/her employ, with outside recruiting services, and the minority community at large; to provide the University on request a breakdown of the labor force by ethnic group, sex, and job category; and to discuss with the University the policies and practices relating to this affirmative action program.

**XI. APPLICABLE LAW**

This agreement shall be governed by the laws of the State of California

\*\* As defined by Business and Finance Bulletin RMP-8, Legal Requirement on Privacy of and Access to Information.

Retention Period:

Five (5) years following end date of Independent Consultant Agreement, subject to Federal contract and grant requirements.

- Office of Record, (Purchasing Division/Responsible Administrative Official)
- Accounting Office
- Executing Officer

Zero-Five years for all other copies