

BOSTON COLLEGE
Chestnut Hill, MA 02467

SUBJECT MATTER EXPERT AGREEMENT

This Agreement sets forth the terms and conditions for the performance of professional services by _____ (hereafter referred to as the "Expert" or "Consultant") with offices located _____ for the Trustees of Boston College, with offices at 140 Commonwealth Avenue, Chestnut Hill, MA 02467, (hereafter also referred to as the "BC" or "Client"). This agreement does not involve the use of software as a service; server-based software, or require the exchange of any personal information. Any information gathered through the course of performing work under this agreement, including but not limited to personal information, student information, systems and processes will be held as confidential and will not be disclosed at any time in the future. If the project will involve any private or confidential data or systems, this agreement is not applicable and a different form of agreement must be signed. This subject matter expert has been identified by CV and identified to be the sole source available to Boston College for the knowledge needed to provide:

Specific Deliverables and a timeline for deliverables are as follows:

If this project is grant funded, the services will be performed under BC Project ID _____

1. **Contract term (Period of Service):** From ("Effective Date") _____ to _____. Extensions of this contract, if approved by BC, may be made for the same terms and scope if evidenced by a BC Purchase Order reflecting the new total amount not to exceed and contract dates. This agreement cannot be assigned or subcontracted without written consent by all parties.
2. **Termination:** Either party may terminate this Agreement for any reason upon 30 days written notice to the other party. Termination under this clause will not affect any obligations incurred under this Agreement prior to termination.
3. **Authorized Total for this agreement is Not to Exceed:** \$ _____ Applicable Professional Rate: \$ _____ per hour

Consultant will be paid based on the BC Project Manager approval of deliverables for the pay period. No additional charges or expenses are allowed under this contract. All consultants must complete the W-9 form and independent contractor section, available on www.bc.edu/supplier before payments can be made. Consultants should also complete the Authorization Form for Direct Deposit payments. Consultants must submit uniquely numbered invoices to the supervisor of the project, for approval of associated deliverables prior to payment. Taxes are the sole responsibility of the Consultant. BC's tax-exempt information is available at www.bc.edu/tax. All invoices must be submitted to BC within 60 days after completion or end of grant.

4. **Performance:** The services will be performed primarily by _____. If for any reason this named person is unavailable or fails to direct the services for any period, BC has the option to cancel the remaining portion of the contract, or at BC's sole option, Consultant shall provide a substitute individual or individuals, acceptable to BC, to act as Consultant's Project Manager. BC will not be charged for time incurred in order to bring new consultant up to date on the project. All work requires adherence to performance standards and be performed in a timely manner. All work must remain up to effective for a period not less than 365 days after the end of the agreement.
5. **Travel:** Travel is **NOT** allowed as an additional expense under this contract. **If**, by exception, travel is allowed under this contract, the Consultant shall be reimbursed for all approved travel upon submission of documentation in accordance with BC policies available at www.bc.edu/travel at an amount **not to exceed:** \$ _____
6. **Intellectual Property/Status of Consultant:** Consultant agrees that all works, materials, information and creations of any kind made or developed by Consultant, alone or jointly with anyone, in performing the Services and/or provided by Consultant to BC (collectively, the "Work Product"), and all patent rights, copyrights, trademarks, trade secrets and other intellectual property rights, throughout the world, in and to the Work Product (collectively, the "Rights"), will be the exclusive property of BC. Consultant agrees to assign and hereby assigns all Rights in and to the Work Product to BC. In acting hereunder, the status of Consultant shall be that of an independent contractor and not that of an agent or employee of BC. Consultant shall have no power or authority to act on behalf of BC or in its name or to bind BC, either directly or indirectly, in any matter or thing whatsoever. Except for its obligation to pay Consultant's fee and expenses as set forth herein, BC shall have no liability to anyone for any costs or expenses that Consultant may incur. Consultant shall not publicly disclose any information regarding this agreement without the express written consent of Boston College.
7. **Conformance to Laws, Regulations, and Policies:** The Consultant shall observe and abide by all applicable laws, regulations, and policies pertaining to the services performed under this Agreement, including but not limited to Equal Employment Opportunity and Sections 504 and 508 of the Rehabilitation Act. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts (excluding its conflict of laws rules). All disputes shall be resolved in the applicable state or federal courts of Massachusetts. The parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

8. **Debarment and Suspension** the Consultant certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

9. **Right to Audit and Access to Records:** Boston College, or its representative, shall be granted access to audit the records of Consultant related to this agreement, including evidence that the services were sufficiently and accurately performed and the identity of all individuals paid for such services.

10. **Indemnification:** Consultant agrees to indemnify and hold harmless BC, and its officers, trustees, employees and agents, from and against all claims, actions, suits, damages, liabilities and costs (including, without limitation, legal fees) resulting from or arising out of (i) any claim that the Work Product infringes or violates the rights of any third party; or (ii) any of Consultant’s actions under this Agreement. Consultant’s indemnification obligations shall survive any termination of this Agreement.

11. **Insurance:** Consultant shall provide the following insurance limits: Workers’ Compensation and Employers Liability Insurance (WC & EL) for its own employees that meet statutory limits; Employers’ Liability Insurance to cover bodily injury claims up to \$1,000,000 per person, per claim. Further, policies must provide a Waiver of Subrogation in favor of Trustees of Boston College, et al.; if a sole Practitioner, evidence of Disability Insurance in place in the event of an injury; Commercial/Comprehensive General Liability Insurance for personal/bodily injury (including death) and property damage claims up to \$1,000,000 per occurrence /\$2,000,000 aggregate; Commercial/Comprehensive Automobile Liability Insurance (including coverage for all owned, non-owned and hired vehicles) with a combined single limit of \$1,000,000 per accident; and Umbrella/Excess Liability Insurance to cover all liability risks (Except Workers’ Compensation), including defense costs, in the amount of \$5,000,000 that must follow form of underlying General and Automobile Liability Insurance policies. Further, Consultant must include “Trustees of Boston College, their Officers, Directors and Employees” as additional insureds on these policies and shall furnish BC with current Certificates of Insurance that provide for thirty (30) days prior written notice to Boston College in case of cancellation of or material change in the policy limits or coverage stated. Certificate and notices shall be sent to: Trustees of Boston College, Attn: Risk Management, St. Clements Hall, Room 002, 140 Commonwealth Avenue, Chestnut Hill, MA 02467.

12. **Employee Conduct:** Consultant shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on Boston College’s premises, all employees, agents and independent contractors of Consultant shall comply with all applicable BC policies and procedures. In addition, BC shall retain the right to require the Consultant at any time to remove from College property any employee, agent, or representative of the Consultant whose conduct, appearance, or performance is reasonably deemed by the College to be unacceptable.

13. **Privacy and Confidentiality:** Consultant has agreed to the BC Privacy and Confidentiality Addendum on the BC web site www.bc.edu/supplier and will maintain all information provided by BC or acquired by Consultant in the course of performing the Services in strict confidence and to use such information solely for the purpose of performing the Services. Upon the completion of the Services, Consultant will destroy any tangible or electronic forms of BC information or, at BC’s request, return any materials including the information to BC.

14. **Parking on Campus:** If parking on campus will be a requirement of the agreement, Consultant shall adhere to BC parking policies. Information regarding parking can be found on the BC Transportation [website](#).

This document represents the complete agreement between the parties for the purposes of this contract. Electronic forms of this agreement, or reproductions of same, shall be considered an original. Signatures affirm that no conflict of interest exists between the parties.

Boston College Project Manager Approval:

I certify that I approve the contract requirements that this contractor qualifies as an independent contractor and subject matter expert.

Authorized handwritten signature required

For Trustees of Boston College

By: _____
Authorized handwritten signature required

Name: _____

Title: _____

Date: _____

Date _____

For Consultant: _____

By: _____
Authorized handwritten signature required

Name: _____

Title: _____

Date: _____