



# Seattle Institute for Biomedical and Clinical Research

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## INDEPENDENT CONSULTANT/PROFESSIONAL SERVICE AGREEMENT

Seattle Institute for Biomedical and Clinical Research ("SIBCR") and Independent Contractor ("IC") agree as follows with respect to the consulting services to be rendered by IC to SIBCR. This agreement shall become effective on the execution date hereof and shall apply to the project as described in Addendum A (attached). Either party may terminate this agreement at will.

### 1. INDEPENDENT CONTRACTOR INDEMNIFICATION

IC hereby declares that he/she is engaged in an independent business and agrees to perform services as an independent contractor and not as the agent, employee, or servant of SIBCR.

The work of the IC will be self-directed to meet the goals and objectives as set by the Principal Investigator. The IC shall indemnify and hold SIBCR harmless against any losses, claims, or suits (including costs and attorney's fees) alleged by any other party occurring by reason of the act or neglect of IC or its agents or employees in connection with the performance of this contract.

### 2. TRADE SECRETS

IC agrees to honor SIBCR's confidentiality with respect to trade secrets, research data, patient information, or any other information as to which SIBCR requests confidentiality.

### 3. PAYMENTS TO IC

IC will invoice SIBCR for services rendered at least quarterly but no more than monthly. The invoice will include a description of services performed and will be signed by the Principal Investigator or designee prior to submission to SIBCR. 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 Addendum A (attached).

### 4. MISCELLANEOUS

Any representations, warranties, promises or conditions not incorporated herein shall not be binding upon either party. No waiver or modification of any provision of this agreement shall be binding unless in writing and signed by all parties. This agreement shall not bind SIBCR unless and until signed by its Executive Director.

\_\_\_\_\_  
Independent Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal Investigator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
SIBCR Authorized Signature

\_\_\_\_\_  
Date



**ADDENDUM A**

**1. INDEPENDENT CONTRACTOR INFORMATION**

Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
SS # or Tax ID Number \_\_\_\_\_  
WA State UBI # \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Qualifications of IC \_\_\_\_\_

**2. SERVICES TO BE PERFORMED**

Principal Investigator \_\_\_\_\_ SIBCR Account \_\_\_\_\_  
VA Research Project \_\_\_\_\_ RDIS # \_\_\_\_\_  
Compensation (per hour, job or fixed fee) \_\_\_\_\_  
Length/Terms of Contract \_\_\_\_\_  
Not to exceed \_\_\_\_\_  
Description of Service  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Justification for use of contractor  
\_\_\_\_\_  
\_\_\_\_\_