

## **INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT**

This Agreement is made between Humane Society International (HSI) and The Humane Society of the United States, District of Columbia not-for-profit corporations with headquarters located at 2100 L St. NW, Washington, DC 20037 (hereinafter “HSI/HSUS”) and Δ, an individual residing at Δ (“Consultant”).

### **Recitals**

**WHEREAS**, HSI/HSUS are not-for-profit corporations with a mission to promote the humane treatment of animals and to foster respect, understanding, and compassion for all creatures; and

**WHEREAS**, Consultant is an independent contractor with scientific expertise concerning research into human disease;

**NOW THEREFORE**, in consideration of their mutual promises made herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. **Description of Services.** The Consultant agrees to perform the following services on behalf of HSI/HSUS:
  - (a) The writing and publication (in a peer-reviewed scientific journal) of an in-depth critical review of research models in a disease area, including a detailed proposal for a future research roadmap based on human-specific research models and tools;
  - (b) Participating in one HSI/HSUS scientific workshop aimed at developing consensus recommendations and contributing to the preparation of workshop proceedings for publication in a peer-reviewed journal;
  - (c) Additional dissemination activities as mutually agreed.
  
2. **HSI/HSUS Contact.** Consultant shall rely on his/her own expertise during the term of this Agreement and shall work cooperatively with Dr Lindsay Marshall, HSI/HSUS Science Communications Officer, regarding the subject matter of this agreement.

3. **Time Devoted by Consultant.** It is anticipated that Consultant shall complete the review by the end of 2016 for review by HSI/HSUS, amend as needed and submit to a high-impact, peer-reviewed scientific journal by mid January 2017, and achieve its publication by mid 2017. Consultant shall participate in one conference or scientific workshop by the end of 2018 (e.g., 10<sup>th</sup> World Congress on Alternatives, 20-24 August 2017, Seattle, WA). Consultant shall determine the schedule and number of hours of work necessary for Consultant to fulfill his/her obligations under this Agreement. Consultant's schedule and the amount of time may vary from day to day or week to week. The parties agree that Consultant may perform work for other clients and that if Consultant devotes all of his or her time in performing the Services described above, it is because Consultant chooses to do so and not because HSI/HSUS requires Consultant to do so.
4. **Assignment of Copyright.** Consultant hereby conveys, transfers and assigns all of Consultant's right, title, and interest in all materials produced by Consultant pursuant to this Agreement to HSI/HSUS. Consultant agrees to execute all instruments necessary to accomplish such transfer and assignments at the sole expense of HSI/HSUS.
5. **Confidential Information.** Consultant agrees that he/she shall not, without the prior express written consent of HSI/HSUS, disclose in any way any systems, procedures, techniques, or other proprietary or potentially proprietary information of HSI/HSUS whether relating to this Agreement or otherwise. All information not otherwise in the public domain received by Consultant in connection with this Agreement or otherwise regarding HSI/HSUS shall remain confidential and shall not be shared with any third party, nor will Consultant use such information for any purpose not contemplated by this Agreement without the prior express written consent of HSI/HSUS.
6. **Independent Contractor.** The relationship of Consultant to HSI/HSUS shall be that of independent contractor and not an employee, therefore:
  - (a) Consultant understands and agrees that no worker's compensation insurance shall be obtained by HSI/HSUS on behalf of Consultant or Consultant's

employees. Consultant shall comply with the worker's compensation law concerning his/her business and Consultant's employees;

- (b) Consultant understands and agrees that no federal, state, or local taxes will be withheld by HSI/HSUS on behalf of Consultant or Consultant's employees and that Consultant shall be solely responsible for paying, on his/her own behalf, all applicable federal, state, and local taxes, including income taxes and self-employment taxes due on the amounts paid to Consultant by HSI/HSUS.
- (c) Consultant understands and agrees that because Consultant is an independent contractor, Consultant shall not be entitled to any of the benefits normally offered to or accorded employees of HSI/HSUS, including but not limited to health care and other insurance; retirement and/or annuity plan participation; annual, family, and other paid and unpaid leave; or any other fringe benefit plan of HSI/HSUS.

7. **Foreign Corrupt Practices Act.** Contractor warrants and represents to HSI/HSUS that neither Contractor nor any of its officers, directors, employees, agents or other representatives has performed or will perform any of the following acts in connection with this Agreement or any other transactions involving the business interests of HSI/HSUS: pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office for the purpose of (i) influencing any act or decision of that person in his official capacity, including a decision to fail to perform his official functions with such governmental agency or instrumentality or such public international organization or such political party, (ii) inducing such person to use his influence with such governmental agency or instrumentality or such public international organization or such political party to affect or influence any act or decision thereof or (iii) securing

- any improper advantage.
8. **Term.** This Agreement shall commence on  $\Delta$  2016, and shall terminate at 11:59 pm Eastern time on  $\Delta$ . This Agreement may be renewed or extended only by a written agreement signed by both parties.
  9. **Payment.** HSI/HSUS shall pay Consultant under the following terms and conditions:
    - (a) For writing the review, HSI/HSUS shall pay Consultant in arrears the sum of  $\Delta$  in two installments as follows: A lump sum representing one-half of the total awarded shall be payable upon completion of the review to the satisfaction of HSI/HSUS; and one-half shall be payable upon acceptance for publication by a high-impact, peer-reviewed scientific journal.
    - (b) For participation in an HSI/HSUS scientific workshop and other dissemination activity as mutually agreed, HSI/HSUS shall reimburse reasonable and pre-approved costs including economy travel, accommodation, and vegetarian meals.
    - (c) Consultant agrees to submit invoices promptly upon achievement of milestones specified in §8(a) and (b) and understands that no payment shall be due until HSI/HSUS has received and approved the invoice.
    - (d) HSI/HSUS agrees to pay all approved invoices by 10<sup>th</sup> day of the following month or within 15 business days of receipt.
    - (e) The payments provided for in this § 9 shall be complete payment for Consultant's services under this Agreement and Consultant agrees that Consultant shall not be entitled to reimbursement for materials, travel, or any other expenses.
  10. **Liability.** The services to be performed under this Agreement will be performed entirely at Consultant's risk, and Consultant assumes all responsibility for the condition of supplies and equipment used in the performance of this Agreement.
  11. **Indemnification.** Consultant agrees to indemnify HSI/HSUS for any and all liability or loss arising in any way out of the performance of this Agreement.

12. **Termination.**
  - (a) **Without Cause.** Either party may terminate this Agreement by giving thirty (30) days written notice to the other of its intent to terminate this Agreement. Such termination may be made with or without cause. During the thirty (30) day period after such notice is sent, the parties shall continue to act toward each other in good faith.
  - (b) **With Cause.** Either party may terminate this Agreement with reasonable cause effective immediately upon the giving of written notice of the termination for cause. The grounds for reasonable cause shall include, but not be limited to: material violation of this Agreement, and/or any act exposing the other party to liability for personal injury or property damage.
13. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. **No Authority to Bind HSI/HSUS.** Consultant has no authority to enter into contracts or agreements on behalf of HSI/HSUS. This Agreement does not create an employer-employee relationship, principal-agent relationship, partnership or joint venture between the parties.
15. **Declaration by Consultant.** Consultant declares that Consultant has complied with, and during the term of this Agreement will continue to comply with, all Federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.
16. **Notices.** All notices required to be given pursuant to this Agreement must be in writing and delivered by hand or mailed by registered or certified first class mail, postage prepaid; or delivered by regulated commercial carrier having provisions for proof of receipt (such as Federal Express) to the addresses set out in the first paragraph of this Agreement. Notice to HSI/HSUS shall be addressed to Dr Andrew Rowan, HSI President & CEO, and a copy shall be sent to the attention of the General Counsel at the

