

MASTER INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
INCORPORATED RESEARCH INSTITUTIONS FOR SEISMOLOGY
AND
CONTRACTOR

THIS MASTER INDEPENDENT CONTRACTOR AGREEMENT is made and entered into by and between Incorporated Research Institutions for Seismology (hereinafter called "IRIS"), having its principal offices at 1200 New York Ave, NW, Suite 800, Washington, DC 20005, and **CONTRACTOR** (hereinafter called "Contractor"). Contractor agrees to provide the goods or services requested by IRIS in strict compliance with the applicable Work Order and with these terms and conditions.

A. IRIS desires to procure the goods or services of Contractor and Contractor is willing to perform the Statement of Work (SOW) described in the Work Order in accordance with the terms herein.

B. IRIS wishes to hire Contractor as an Independent Contractor because Contractor possesses the unique skills necessary to provide the services sought under the SOW.

C. The parties desire to enter into this Agreement to set forth the terms and conditions governing the relationship between IRIS and Contractor.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained, and for the duration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. DUTIES.

1.1 Statement of Work. During the term of this Agreement, Contractor shall provide or arrange for the delivery of goods or services (the "SOW") as described in the Work Order(s) attached hereto and made a part hereof as Exhibit A (the "Work Order"). Contractor has full rights to direct the manner in which the SOW is accomplished, IRIS being interested only in the results obtained. Upon request of IRIS, Contractor will provide in a form reasonably acceptable to IRIS, reports as to the status of the deliverables under the Work Order. The SOW and any changes relating to the SOW shall be subject to the approval of the IRIS Technical Representative named in the Work Order(s) and only the Technical Representative named in the Work Order(s) may render such approval.

1.2 Other Activities. Contractor may participate in any other activities without obtaining IRIS's approval thereof; provided, however, that such other activities do not interfere with Contractor's ability to perform the SOW, do not involve any violation of this Agreement and are not injurious to the business or reputation of IRIS.

1.3 Tools. Unless otherwise provided in the applicable Work Order, Contractor agrees to provide all materials and equipment necessary to perform the SOW specified in the Work Order.

1.4 Site Visits. IRIS, or any of its designees, has the right, at all reasonable times, to make site visits. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of IRIS or its designees in the performance of its duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

2. CONSIDERATION.

2.1 Fees. Contractor shall be compensated for the work performed and/or materials delivered according to the compensation and/or fee schedule provided in the Work Order(s). It is further understood that IRIS shall not be obligated hereunder to utilize Contractor's services for any minimum number

of hours nor to pay any minimum compensation to Contractor, except as may be expressly set forth in the attached Work Order(s).

2.2 Expenses. Contractor will be reimbursed for authorized expenses, including travel expenses, that are incurred by Contractor in performing the SOW and do not exceed the amount stated on the Work Order(s). Contractor will maintain accurate records of all activities undertaken for any out-of-pocket expenses incurred on behalf of IRIS.

2.3 Invoices. Contractor shall request payment for work performed and non-travel related expenses as agreed to, on an invoice. **All invoices shall reference the Work Order #** and be of such manner and form and contain such information as may be required or requested by IRIS. Contractor shall indicate if the invoice is a Final invoice. Invoices shall be submitted no later than (1) month after the month in which services were rendered and may be submitted to admin@iris.edu or to IRIS, 1200 New York Avenue NW, Suite 800, Washington, DC 20005.

2.4 Travel Report. Reimbursement for travel expenses incurred in the course of performing the SOW shall be submitted on the IRIS Travel Report found on our website at http://www.iris.edu/hq/about_iris/travel_tips. **All Travel Reports shall reference the Work Order #**. Reimbursement for travel expenses shall be submitted no later than (1) month after the month in which the travel occurred and may be submitted to admin@iris.edu or to IRIS, 1200 New York Avenue NW, Suite 800, Washington, DC 20005. If travel reports are submitted electronically scanned copies of all receipts shall be included.

3. CONTRACTOR RELATIONSHIP. Contractor's relationship with IRIS is that of an INDEPENDENT CONTRACTOR and not that of an employee, agent or partner. In that regard, neither party to this Agreement shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability on behalf of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an employment relationship, an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon any party. The Contractor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Contractor's performance of the SOW and receipt of fees under the Agreement, and the performance of the SOW by its employees, personnel and agents, as applicable. Because Contractor is an INDEPENDENT CONTRACTOR, IRIS will not withhold or make payments for social security or any other purpose; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Contractor's behalf. Accordingly, Contractor expressly agrees for that neither it nor its successors, assigns and heirs is entitled to receive any rights, privileges, or benefits from IRIS except as provided herein, and Contractor hereby waives any claims to benefits provided to employees of IRIS. Contractor agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Contractor under this Agreement. Contractor agrees to indemnify and defend IRIS against any and all such taxes or contributions, including penalties and interest.

4. CONTRACTOR COVENANTS. Contractor covenants: (a) to use its best efforts to diligently perform the SOW; (b) to perform the SOW in accordance with the highest standards of the industry; (c) to identify itself as a Contractor of IRIS when making contact with IRIS's clients or other third parties, as may be required in the performance of the SOW under this Agreement; (d) to disclose to its employees, personnel and agents, as applicable, the true nature of its relationship with IRIS, and shall not represent itself to them or to any other person or entity as having, and shall not have, the authority to bind or obligate IRIS in any manner; and (e) to obtain and maintain, at all times during the term of this Agreement, all appropriate insurance insuring against such risks as shall adequately protect IRIS as set forth herein and/or cover any potential liability arising from the Contractor's performance of its duties hereunder. Upon written request by IRIS, Contractor shall provide to IRIS satisfactory proof of such insurance.

5. TERM AND TERMINATION. The term of this Agreement shall be three (3) years, which may be extended by IRIS for two additional terms upon written notice to the Contractor. This Agreement and/or any activity under a Work Order may be terminated by the parties in the following manner:

(a) By Contractor. Contractor may, with or without cause, terminate this Agreement and/or any activity under a Work Order, effective not less than thirty (30) days after proper written notice has been hand delivered or sent to IRIS. Termination of this Agreement by Contractor shall not affect Contractor's obligations hereunder which are, by its terms or meaning, of a continuing nature, and such obligations shall remain in full force and effect until excused by IRIS.

(b) By IRIS. This Agreement and/or any activity under a Work Order may be terminated at any time prior to the scheduled termination or completion date, without prior notice, by the designated representatives of IRIS. Contractor shall be reimbursed for time worked prior to the date of termination, authorized expenses properly invoiced, and for time approved for the preparation of any reports, provided that IRIS does not terminate this Agreement due to Contractor's gross negligence, misconduct or commission of any unlawful act (each action being "For Cause"). In the event IRIS terminates this Agreement For Cause, IRIS shall have no further obligations to compensate Contractor for goods or services provided or expenses incurred under this Agreement.

6. RETENTION OF RECORDS. Contractor will maintain, and make available upon reasonable request, its financial records, supporting documents and other records pertinent to this Contract, during performance of, and for a period of three (3) years after the expiration or earlier termination, of the Contract. In the event that any Work Order negotiated under this Contract exceeds the simplified acquisition threshold (\$150,000) Contractor shall provide access to IRIS, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers and records of the Contractor which are directly pertinent to the performance of this contract for the purpose of making audits, examinations, excerpts and transcriptions.

7. RIGHTS TO RESULTS OF GOODS OR SERVICES PROVIDED. All work produced as a result of this Agreement becomes the property of IRIS. As such, it cannot be used for any commercial application or submitted for publication without the prior written consent of IRIS.

8. IRIS PROPERTY. Title to all tangible and intangible property owned by IRIS and furnished to the Contractor shall remain in IRIS. Any property owned by IRIS and in the Contractor's possession or control shall be used only in the performance of this Agreement unless otherwise authorized in writing by IRIS. Contractor shall adequately protect such property, and shall return such property to IRIS, or otherwise dispose of it, as directed by IRIS.

9. CONFIDENTIAL INFORMATION. Any information including, but not limited to, data, business information, technical information, specifications, drawings, sketches, models, samples, tools, computer programs and documentation, written, oral or otherwise (all hereinafter designated "Information") furnished to the Contractor under this Agreement, or in contemplation thereof, shall remain the property of IRIS and all Information, whether written, graphic or in other tangible or intangible form, shall be returned to IRIS immediately upon request. Unless such Information was previously known to the Contractor free of any obligation to keep it confidential or has been or is subsequently made public by IRIS, the Information shall be kept strictly confidential by the Contractor shall be used solely in the performance of the SOW being performed hereunder, and may be used for other purposes only upon such terms as consented to in writing by IRIS.

10. CONFLICT OF INTEREST. Contractor represents and warrants that it is not a party to any agreement or arrangement that would preclude it from rendering the SOW to IRIS or otherwise conflict with this Agreement. Contractor shall not accept for Contractor's own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of Contractor's duties. Contractor shall not engage in any business or professional activities, directly or indirectly, that would conflict with the activities assigned under this Agreement or any expected or anticipated future activities. Contractor shall immediately report any potential or suspected violations of this requirement to IRIS.

11. INDEMNIFICATION. Contractor agrees to defend, indemnify and hold harmless IRIS and its respective successors and assigns, employees, officers, agents, heirs and legal representatives from any and all claims or demands arising out of or in connection with the performance of this Agreement, including but not limited to claims for bodily injury and/or death, any claims made under workers' compensation or similar acts, any claims for damage to property (including theft), including the costs, expenses and reasonable attorneys' fees incurred on account thereof and any inaccurate billing or unallowable costs. Contractor shall be responsible for any loss of or damage to property owned by IRIS and in the Contractor's possession or control.

12. RULES AND REGULATIONS.

12.1 General. Contractor shall comply with all applicable federal, state, local laws and regulations and all applicable orders and regulations of the executive and other departments, agencies, and instrumentalities of the United States. Contractor shall indemnify IRIS against any loss, cost, damage, or liability, which IRIS may incur as a result of Contractor's breach of this Section 12.

12.2 No Debarment Representation. Contractor represents that neither it nor its principals, is debarred, suspended, or otherwise ineligible, for entering into funding agreements with any department or agency of the U.S. Government, or is in receipt of a notice of proposed debarment or suspension, and covenants to notify IRIS immediately upon receipt of any such notice.

12.3 Certification. Contractor acknowledges that this Agreement is federally funded and expressly certifies and agrees, in accordance with 2 CFR Part 215 (OMB Circular A-110) Appendix A, that it, he or she is in compliance with and will comply with the requirements of the federal statutes, rules, regulations and orders below, and will promptly report any suspected or reported violations.

(a) Executive Order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor";

(b) If the Agreement relates to construction or repair exceeding \$2,000, the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States";

(c) If the agreement relates to construction exceeding \$2,000, the Davis-Bacon Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction";

(d) If the Agreement exceeds \$2,000 for construction or \$2,500 that involve the employment of mechanics or laborers, Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations 29 CFR Part 5;

(e) If the agreement is for the performance of experimental, developmental, or research work, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," (37 CFR Part 401) and any implementing regulations issued by the awarding agency;

(f) If the agreement exceeds \$100,000, the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*) each as amended, and

(g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of congress, or an employee of a

member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352.

13. GOVERNING LAW. This Agreement shall be governed, interpreted and enforced according to the laws of the District of Columbia, without regard to its conflict of laws provisions.

14. DISPUTES; WAIVER OF JURY TRIAL. THE PARTIES AGREE TO WAIVE ALL RIGHTS TO TRIAL BY JURY. In the event of any dispute or disagreement relating to or arising out of this Agreement or its performance, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable amount of time, the parties shall waive all rights to trial by jury and submit all such claims before a judge of a court having jurisdiction without a jury.

15. ASSIGNMENT. Contractor acknowledges and agrees that IRIS is relying on Contractor's particular skills and that the work assigned to Contractor requires those specific skills. Any assignment or attempted assignment by Contractor of this Agreement, in whole or in part, or any other interest, right or obligation hereunder without IRIS's written consent, shall be null and void, and shall constitute a termination of this Agreement by IRIS.

16. WAIVER AND SEVERABILITY. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend only to the particular case, and only in the manner specified, and shall not be construed in any way to be a waiver of any further or other rights hereunder. The invalidity or enforceability of any provision of this Agreement, or any application thereof, shall not affect or impair any other provision or the validity or unenforceability of the remainder of this Agreement, or any other application thereof.

17. NOTICES. Notices concerning this Agreement shall be delivered as follows:

For IRIS: IRIS
Attn: Sponsored Projects Office
1200 New York Avenue, NW
Suite 800
Washington, DC 20005

For Contractor: _____

18. ENTIRE AGREEMENT. This Agreement and all attachments, including but not limited to any and all Work Orders issued pursuant to this Agreement and signed by both parties, shall constitute the full and complete understanding and agreement between the parties with respect to the subject matter of the agreement, and all prior and contemporaneous agreements and understandings, oral or written, are superseded by the written terms of this Agreement. All modifications must be in writing and signed by the President of IRIS or his designee. No verbal agreements or conversations with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

19. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and may be delivered via facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement below as of the day and year written.

CONTRACTOR:

(Insert Name of Contractor)

By: _____
Signature

Name: _____

Title: _____

DATE: _____

Address: _____

Phone No.: _____

Email: _____

IRIS:

Incorporated Research Institutions for Seismology

By: _____
Signature

Name: Robert Woolley

Title: Director of Program Support and Special
Projects

DATE: _____

EXHIBIT A
Under
MASTER INDEPENDENT CONTRACTOR AGREEMENT

WORK ORDER # _____

BETWEEN
INCORPORATED RESEARCH INSTITUTIONS FOR SEISMOLOGY
AND

CONTRACTOR NAME

This WORK ORDER (“Work Order”) is attached to and made a part of the MASTER INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”), dated as of _____, 201__, between Incorporated Research Institutions for Seismology (“IRIS”) and [Insert Contractor’s Name] (“Contractor”). All of the terms and conditions of the Agreement are incorporated by reference herein. To the extent there is any inconsistency or conflict between a term in this Work Order and in the Agreement, the terms in the Agreement shall control unless the term is specifically modified with reference to the conflicting term, condition or clause in the Agreement and the parties’ intention to modify, amend, delete or replace such term, condition or clause, is set forth in this Work Order. Any such modification shall apply only to this Work Order, and not to any subsequent Work Order(s) that do(es) not expressly reference and modify such pre-existing provision, term, condition or clause in the Agreement as aforesaid.

1. PURPOSE OF PROJECT. This Work Order is for goods or services to be provided by Contractor to IRIS with respect to the project described below

Transportable Array Seismic Vaults.

2. STATEMENT OF WORK (SOW). This Work Order is for the performance of the SOW and development of deliverables as follows:

- (a) XXXXXX
- (b) XXXXXX
- (c) XXXXXX

3. TECHNICAL REPRESENTATIVE. The IRIS Technical Representative is Robert Busby.

4. CONSIDERATION. The SOW will be performed on a firm-fixed price basis for a total cost not to exceed \$ _____.

5. TERM OF PERFORMANCE. This Work Order shall commence on _____ and expire on _____.

6. MODIFICATION OF TERMS. Notwithstanding the provisions in Article 7 of the Agreement, “Rights to Results of Services Provided,” Contractor shall retain ownership of the mold, tradecraft to construct and maintain mold. IRIS will retain ownership of the “as built” design.

7. SPECIAL REPORTS TO BE PROVIDED.

8. SPECIAL CONSIDERATIONS.

(a) A Form W-9 must be provided by the Contractor herewith or previously have been provided to IRIS, prior to the commencement of any Services pursuant to this Work Order, or

(b) Contractors who are a foreign person, corporation, or company and who are not subject to U.S. income tax reporting shall furnish a Form W-8, certifying their foreign status. In so doing, by signing this Work Order, Contractor certifies that its income is not effectively connected with a trade or business in the United States (income subject to regular (graduated) income tax), and is therefore not subject to backup withholding as required by the U.S. Internal Revenue Service.

9. ENTIRE AGREEMENT. This Work Order (including all attachments) shall constitute the full and complete scope of work as agreed to between IRIS and the Contractor. All modifications must be in writing and signed by the President of IRIS or his designee. Should IRIS and the Contractor agree to a new SOW, said agreement shall be set forth in a new Work Order which is incorporated by reference to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order below as of the day and year written.

CONTRACTOR:

[Insert Name of Individual or Company above]

By: _____
Signature

Name: _____

Title: _____

DATE: _____

Address: _____

Phone No.: _____

Email: _____

IRIS:

Incorporated Research Institutions for Seismology

By: _____
Signature

Name: Robert Woolley

Title: Director of Program Support and Special Projects

DATE: _____