



SENECA NATION OF INDIANS
- STANDARD CONSULTING AGREEMENT -

DEPARTMENT: _____

PROJECT TITLE: _____

THIS CONSULTING AGREEMENT ("Agreement"), between the SENECA NATION OF INDIANS ("Nation"), a Sovereign Nation, by and through its President, Matthew B. Pagels, with business addresses of 12837 Route 438, Irving, New York 14081 and 90 Ohi:yo Way, Salamanca, NY 14779, and _____ ("Consultant"), located at _____, with a business telephone number of _____, entered into on this ____ day of _____, ____ on the lands of the Seneca Nation.

WITNESSETH:

WHEREAS, the Nation has a need for consultative services; and

WHEREAS, the Consultant possesses and represents that it possesses relevant professional expertise;
and

WHEREAS, the Nation desires to utilize the expertise of the Consultant and the Consultant desires to provide such expertise to the Nation,

NOW, THEREFORE, IN CONSIDERATION of the mutual promises provided for herein, the parties agree as follows:

- 1. CONSULTANT SERVICES.** Upon Consultant's receipt of a copy of this agreement countersigned by the Nation's President, Consultant shall provide to the Nation consultant services with respect to the following matters (or as more fully described in the attached proposal of consultant):

Insert Description of Services: _____

or

See Attached Proposal.

- 2. TERM.** Services designated above shall be provided commencing as authorized by the President of the Seneca Nation, starting _____ and ending on _____.

3. **COMPENSATION.** The Nation agrees to use commercially reasonable efforts to pay invoices and expense reimbursements within thirty (30) days of receipt and approval. The Nation shall reimburse Consultant for all pre-approved and reasonable travel-related expenses upon production of receipts for reimbursement. Total fees and expenses authorized by this Agreement are not to exceed (NTE) _____ US dollars (\$_____). *If the NTE amount set forth herein is in excess of, in the aggregate for the Consultant and the Department during the previous twelve months, \$49,999.99, this Agreement shall not become effective until and unless approved by the Nation's Council.*

4. **OVERSIGHT.** Consultant shall report to the _____, who is hereby authorized to act as the Nation's representative for the purposes of this Agreement, including to approve invoices submitted by Consultant for periodic payment and to verify that Consultant is providing the authorized services as provided in the Description of Services and/or Proposal.

5. **CONFIDENTIALITY.** The Consultant agrees that the Consultant will not, during or subsequent to the term of this Agreement, directly or indirectly disclose, communicate or divulge to any person or entity, or use for the benefit of any person or entity, any information regarding the Nation or the internal operations of the Nation, which may be collected, accessed, generated or analyzed in the course of this project, unless the written consent of the Nation is first obtained.

6. **NO CONFLICTS.** The Consultant represents that there are no conflicts between the duties the Consultant is required to perform pursuant to any other employment, contract, agreement, arrangement or understanding to which the Consultant is a party, or to any rules, regulation, directive, order or law to which the Consultant is subject.

7. **OWNERSHIP OF WORK PRODUCT.** The Nation shall be the owner of any work product created by the Consultant under this Agreement including operational plans, policy manuals, worksheets and computer software, including information recorded on magnetic disks or other media by the Consultant. The Consultant will upon request or at the termination of this Agreement, deliver to the Nation all such documents and software including magnetic disks and other media without charge.

8. **TERMINATION.** This Agreement can be terminated by either of the parties without cause by written notice, provided that in the event this Agreement is terminated, the Consultant will immediately cease all

work on the project and shall receive compensation only for such services which have been authorized to be performed prior to the receipt of such notice.

9. **MODIFICATION.** This Agreement may be modified or amended only by the written agreement of the Nation and the Consultant.
10. **COUNTERPARTS/ELECTRONIC SIGNATURE.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For the purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
11. **ASSIGNMENT.** This Agreement shall not be assignable either in whole or in part by the Consultant.
12. **INDEPENDENT CONTRACTOR.** This Agreement shall be construed to create the relationship of client and independent contractor between the Nation and the Consultant. In no event shall the Consultant be deemed to be an employee of the Nation and the Consultant shall not at any time be deemed an agent of the Nation or have any power to bind or commit the Nation or otherwise act on the Nation's behalf. The Nation will not be responsible for withholding any income tax or social security contributions or for providing any benefits and obligations to the Consultant that may be conferred upon or incurred on behalf of Nation employees. Consultant shall provide the Nation with a complete W-9 before commencement of work. In the event that the scope of services provided pursuant to this Agreement requires additional individuals to be retained by the Consultant, all costs associated with such additional services shall be the responsibility of Consultant, including any benefits or obligations owing to those additional individuals. Such individuals shall be Independent Contractors, as to this Agreement.
13. **BACKGROUND CHECKS.** The Contractor shall provide the Nation with an Authorization for Release of Information for Background Check of Contractor or, where appropriate, Company.
14. **EXECUTORY CONTRACT.** Consultant understands and acknowledges that this Agreement shall be deemed executory to the extent that monies are available in the fiscal budget of the respective department set forth above or the Nation. Consultant further acknowledges that, for non-budgeted costs and fees, neither this Agreement nor any representation by any Nation employee or officer creates any

legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

15. APPLICABLE LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the Seneca Nation of Indians.

16. SOVEREIGN IMMUNITY. By entering into this Agreement, the Nation does not waive its sovereign immunity and nothing contained herein shall be construed as waiving the sovereign immunity of the Nation.

17. CONFLICT OF TERMS. In case of conflict between the terms of the attached proposal and this Standard Consulting Agreement, the terms contained in this Standard Consulting Agreement shall control.

18. CONTRACT INTEREST. No officer or employee of the Nation, who is authorized in such capacity and on behalf of the Nation to negotiate, make, accept, approve or monitor, or take part in negotiating, making, accepting, approving or monitoring this Agreement, shall become directly or indirectly interested personally in this Agreement, or any part hereof. No officer or employee of the Nation who is authorized in such capacity and on behalf of the Nation to exercise any supervisory or administrative function in connection with this Agreement shall become directly or indirectly personally interested in this Agreement or any part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the day and year first above written.

SENECA NATION OF INDIANS

CONSULTANT

By: _____
Matthew B. Pagels, President

By: _____

Printed Name: _____

Title (If applicable): _____

EXECUTE 3 COPIES

Distribution: (1) Original to Consultant; (2) Original to Department; (3) Original to A/P with P.O.

**Seneca Nation of Indians
Standard Consulting Agreement**

**AUTHORIZATION FOR RELEASE OF INFORMATION
FOR BACKGROUND CHECK FOR CONSULTANT**

In connection with my proposal to contract with the Seneca Nation of Indians, I consent to an investigation into my background and employment history. This document authorizes release to the Seneca Nation of Indians of requested information whether or not such information would be otherwise protected from disclosure by any constitutional, statutory or common law privilege.

I authorize release of any information related to my activities including: schools, property interests (real or personal), employment, criminal justice agencies, regulatory agencies, businesses, financial institutions, lending institutions, medical institutions, hospitals and health care professionals.

I authorize review and copying of all documents.

I relinquish any right that I may otherwise have to pursue a cause of action against any person (or his/her agent) to whom this request is presented when such cause of action arises out of a response to a request for information. I further agree to indemnify and hold harmless any person to whom this request is lawfully presented.

First Middle Last
(please print)

Address

City, State, Zip

Date of Birth

Social Security Number

Signed this ____ day of _____, 20____.

Signature

**Seneca Nation of Indians
Standard Consulting Agreement**

AUTHORIZATION FOR RELEASE OF INFORMATION FOR BACKGROUND CHECK OF COMPANY

In connection with the proposal to contract with the Seneca Nation of Indians, (*insert name of company*) _____ hereby consents to the release of any and all information to the Seneca Nation of Indians.

Additionally, (*insert name of company*) _____ agrees:

1. to provide the Seneca Nation of Indians, upon reasonable request, any and all information related to the education, skills, experience, professional association status and licensing status of employees or agents assigned to this project listed herein by name and title; and

<u>Employee Name</u>	<u>Title</u>

2. to authorize review and copying of all documents; and
3. to relinquish any right that (*insert name of company*) _____ may otherwise have to pursue a cause of action against any person (or his/her agent) to whom this request is presented when such cause of action arises out of a response to a request for information. (*Insert name of company*) _____ further agrees to indemnify and hold harmless any person to whom this request is lawfully presented.

Name of Company

Name of Authorized Official

Title

Signed this ____ day of _____, 20____.

Signature