



Abt Associates Inc. Consulting Agreement
Agreement No.

This agreement ("**Agreement**") is entered into, to be effective as of _____ ("Effective Date"), by and between **Abt Associates Inc.** (hereinafter referred to as "Abt Associates"), located at 55 Wheeler Street Cambridge, MA 02138, and _____ ("**Consultant**"), located at _____. Abt Associates and Consultant agree as follows:

1. Price and Schedule

Consultant agrees to provide professional services set forth in detail in Attachment A ("**Services**"). These services will be provided on a Not to Exceed (NTE) Time and Materials basis.

Period of performance: _____ to _____

Currency: _____

Daily Rate	
Number of Days	
Not to Exceed Labor	-
Not to Exceed Expenses	
TOTAL NOT TO EXCEED:	-

Consultant shall also be reimbursed for reasonable and appropriate travel and other direct costs incurred with Abt Associates' prior approval, subject to the following limitations: Consultant will submit copies of receipts for all expenses that exceed US \$25 (airfare costs may not exceed lowest customary standard, coach or equivalent airfare); the allowable per diem rate(s) will be the current rate(s) at the time of travel as published by the US Government Federal Travel Regulations, or as approved by Abt Associates. Consultant will coordinate any required international travel arrangements with Abt Associates. Consultant shall be responsible for all expenses associated with providing the Services that have not been pre-approved by Abt Associates.

Consultant shall not exceed these costs without the prior express written approval of Abt Associates.

2. Statement of Work

Consultant will provide all required services and materials needed to complete the work described in Attachment A. Abt Associates has retained Consultant to obtain professional expertise and Consultant shall exercise its professional judgment and discretion in providing the Services. Consultant shall perform the Services with the degree of skill and diligence exercised by professionals who regularly perform the same or similar types of work. Consultant will provide such services and materials consistent with any deadlines set by Abt Associates. Consultant will respond to any Abt Associates comments on any documents prepared under this Agreement and shall make any required changes to prepared documents within the limitations set forth in this Agreement.

3. Invoices and Payments

Consultant shall submit signed invoices monthly to include the following required information:

- (a) Invoice number and date;
- (b) Agreement Number: _____ ;
- (c) Consultant name, address, phone, fax and email;
- (d) Amount requested for the invoice period and cumulatively billing to date;
- (e) Detailed itemization of reimbursable costs for the invoice period and cumulative; and
- (f) Itemization of labor days performed and rate during the invoice period and cumulatively.

Unless otherwise stated, invoices shall be submitted on a monthly basis to: Abt Associates Inc., Accounting Department and Agreement Number, _____, 55 Wheeler Street Cambridge, MA 02138 or via e-mail to AP_invoices@abtassoc.com.

Payments will be made within 30 days after receipt of undisputed invoices. All payments to Consultant are subject to timely and complete performance, and acceptance of the services by Abt Associates and/or Abt

Associates' client, as applicable. The final invoice shall be submitted within two months after the completion of Services under this Agreement. Consultant agrees to retain financial records associated with this Agreement for Abt Associates and/or Government audit and review for a period of 3 years from the date of final payment.

4. Consultant Representations

Consultant represents and certifies that:

- (a) Consultant is aware of no known actual or perceived conflicts of interest (as defined in FAR 9.5), or any other fact, circumstance or condition that would delay or interfere with its ability to perform the work contemplated under the Agreement. As a condition of award, Consultant agrees to avoid any actual or perceived conflict of interest during the term of this Agreement. Consultant agrees to immediately disclose to Abt Associates Inc., any actual or perceived conflict of interest that may arise as a result of its involvement in this Agreement. The provisions of this clause shall survive expiration or termination of this Agreement.
- (b) Consultant is qualified to perform the work required under this Agreement and is not disbarred or suspended from doing business with the Government. All information that Consultant has provided to Abt Associates with respect to its qualifications, experience, affiliations, or financial records is accurate and complete.
- (c) Consultant will not assign or subcontract any of the services required under this Agreement without the prior written consent of Abt Associates.
- (d) Consultant represents it is an independent Consultant and is engaged in its own business. Nothing contained in this Agreement shall be construed to create a joint venture, agency relationship or partnership between the parties. Consultant is not entitled to receive any benefits that Abt Associates may provide to its employees, including but not limited to insurance, vacation or retirement benefits.
- (e) Consultant will comply with all applicable laws, ordinances, and regulations in performing Consultant's obligations under this Agreement, including but not limited to Procurement Integrity and other applicable US Government procurement regulations.
- (f) Consultant represents that it:

is <input checked="" type="checkbox"/> is not <input type="checkbox"/> a small business concern;	is <input type="checkbox"/> is not <input type="checkbox"/> a veteran's business concern;
is <input type="checkbox"/> is not <input type="checkbox"/> a small disadvantaged business concern;	is <input type="checkbox"/> is not <input type="checkbox"/> a disabled veterans business concern;
is <input type="checkbox"/> is not <input type="checkbox"/> a woman-owned small business concern;	is <input type="checkbox"/> is not <input type="checkbox"/> an ANCs and Indian Tribes;*
is <input type="checkbox"/> is not <input type="checkbox"/> a HUBZone small business concern;	is <input type="checkbox"/> is not <input type="checkbox"/> an ANCs and Indian Tribes that are not small business;**

* Alaska Native Corporations (ANCs) and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses

** Alaska Native Corporations (ANCs) and Indian tribes that are not small businesses

as defined in the Federal Acquisition Regulations (see FAR 19.001) [48 C.F.R. 19.001].

- (g) All taxes applicable to the proceeds received by Consultant shall be the liability of Consultant, and Abt Associates shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or workman's compensation unless required by law. Abt Associates shall withhold and remit any amount, regardless of its description as a tax or otherwise, in countries where local laws require that such amounts be withheld and timely remitted by Abt Associates. In accordance with law, Abt Associates shall annually file with the Internal Revenue Service, or any other tax agency, whether domestic or not, any applicable tax forms reflecting the gross annual payments made by Abt Associates to Consultant. Gross annual payments shall be the total compensation for labor and reimbursement of expenses; therefore, it is the Consultant's responsibility to retain copies of expenses incurred during the performance of services under this Agreement for tax reporting purposes. It is the Consultant's responsibility to determine if a value added tax (VAT) is applicable to services provided to Abt Associates, and to timely remit the VAT charged to Abt Associates per the invoicing instructions included in this Agreement. The invoice tendered to Abt Associates for payment shall comply with the applicable local country's VAT regulations.

5. General Provisions

- (a) Abt Associates may, at any time, and in writing direct changes to the Services and Schedule under this Agreement. Consultant shall comply immediately with such direction. If any change causes an increase in the Consultant's price of, or the time required for, the performance of any part of this Agreement, the parties

shall negotiate an equitable adjustment in the price or Schedule, or both, and the Agreement shall be modified in writing accordingly. Consultant must assert its right to an adjustment under this Provision in writing within five (5) calendar days from the date of Consultant's receipt of the written change from Abt Associates. Abt Associates shall have the right to make unilateral no-cost extensions to the Schedule as may be required and shall have the right, in its sole discretion, and for any reason whatsoever, to decrease the scope and resulting price of the Services. Other proposed changes or any waiver of any provision of this Agreement will be enforceable only if mutually agreed to in writing by authorized representatives of Abt Associates and Consultant.

- (b) All information and data provided by Abt Associates to Consultant shall be deemed to be Confidential, and Consultant agrees that this information and data: (1) will be used by Consultant only for purposes of performing this Agreement; (2) will not be disclosed to any third party without the express written permission of Abt Associates, and (3) will be protected by Consultant through implementation of procedures sufficient to prevent disclosure. The foregoing shall not prevent use or disclosure of information and data that: (1) are in the public domain or become publicly known through no fault of Consultant; (2) are approved for use or disclosure in writing by an authorized Abt Associates representative; or (3) are legally compelled to be disclosed by a court of competent jurisdiction.
- (c) Neither the confidentiality provision contained in the this Agreement, nor confidentiality provisions contained in any existing agreement with Abt Associates Inc. shall be construed to prohibit or otherwise restrict lawful reporting of waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- (d) The Consultant shall not publish or otherwise disclose, except to Abt Associates, any reports, data or information generated or obtained in the course of performing this Agreement (including without limitation, information or data obtained hereunder concerning private individuals protected by Privacy Act or HIPAA regulations, organizations, or public agencies or any other source under promise of confidentiality), without the prior written consent of an authorized Abt Associates representative.
- (e) With respect to any reports, data, or information produced by the Consultant in the course of performing this Agreement, Abt Associates will have unlimited rights to use, disclose, reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so. Consultant will fully disclose, deliver, and transfer to Abt Associates, and Consultant irrevocably assigns to Abt Associates its entire right, title, and interest in and to any and all ideas, methods, inventions, devices, and improvements, originating, conceived, acquired, or developed by Consultant, either solely or jointly with others, in connection with this Agreement. The provisions of this paragraph shall survive expiration or termination of this Agreement.
- (f) Consultant agrees to indemnify and hold harmless Abt Associates, its officers, directors, and employees, against any loss or damage caused by Consultant's negligent or willful acts or omissions in the performance of this Agreement. The provisions of this paragraph shall survive expiration or termination of this Agreement.
- (g) Abt Associates may at any time, by written notice, terminate this Agreement for default, in whole or in part, if Consultant misrepresents or fails to perform as required by the Agreement and such failure is not corrected within ten days from the date of receipt of written notice from Abt Associates. In addition to any other rights and remedies provided by law, Abt Associates shall be entitled to purchase replacement services from an alternative source, and Consultant shall be liable to Abt Associates for any excess costs for such replacement services. Further, Abt Associates may, by written notice, terminate this Agreement for its convenience. Upon termination for convenience, Consultant shall be entitled to recover reasonable and allocable costs incurred as mutually agreed for services performed by Consultant prior to the date of termination.
- (h) This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts.
- (i) This Agreement, together with all attachments constitutes the entire agreement between the parties, and supersedes all previous and contemporaneous agreements or representations whether written or oral. This Agreement is binding on and shall inure to the benefit of the assigns, successors, and the legal representatives of the parties.
- (j) In the event that any one or more of the provisions of this Agreement should be held to be unenforceable, such determination shall not affect any of the other provisions of this Agreement.

- (k) Abt Associates' total aggregate liability howsoever arising from or connected with this Agreement, whether in contract, warranty or tort shall in no event exceed the net amounts paid to Consultant by Abt Associates for the Services under this Agreement. Whether in contract, warranty or tort, in no event shall Abt Associates, its employees, affiliates, or agents be liable for any special, incidental or consequential damages of any nature arising out of or in connection with this Agreement.
- (l) In the event access to Abt Associates' internal network systems will be needed by Consultant to fulfill the requirements of this Agreement, Consultant will be required to sign a separate Non-Disclosure Agreement with applicable protection provisions.

6. Dispute Resolution

All disputes arising in connection with this Agreement that cannot be resolved within a reasonable time following good faith attempts by the parties shall be finally settled in accordance with the Commercial Industry Rules of the American Arbitration Association, before a single arbitrator. Such arbitration shall be held either in Washington, DC or Boston, Massachusetts.

Judgment upon any award rendered may be entered in any court of competent jurisdiction; provided, however, that the arbitrator shall have no authority to add, modify, change or disregard any lawful terms of this Agreement or to provide any relief or award not provided for or consistent with the laws of the Commonwealth of Massachusetts.

7. Special Conditions (insert as applicable)

Consultant will not be paid for work exceeding the equivalent of five eight-hour days in any given work week (Saturday-Friday) unless prior approval is received from Abt Associates.

Whereas Consultant warrants that as of the time of award of this Agreement, the Consultant is not debarred, suspended or proposed for debarment or suspension by the United States Government.

Consultant shall perform the Services in accordance with Abt Associates General Provisions. Consultant's attention is specifically directed to the list of applicable General Provisions set forth in Attachment B. These clauses are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement is executed by the undersigned authorized representatives of the parties to be effective as of the effective date.

For: Abt Associates Inc.	For: Consultant
<p>By:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Printed Name & Title</p> <p>_____</p> <p>Email</p>	<p>By:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Printed Name & Title</p> <p>_____</p> <p>Email</p>

ATTACHMENT A

ATTACHMENT B

Abt Associates General Provisions

1. **ANTI-CORRUPTION PROVISIONS.** No offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, shall be made, either directly or indirectly, as an inducement or reward for the award of this contract. Any such practice will be grounds for cancelling the Agreement and for such other additional actions, civil and/or criminal, as may be applicable.
2. **ANTI-TERRORISM PROVISIONS.** Consultant is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Consultant to ensure compliance with these Executive Orders and laws. By executing an agreement with Abt Associates, Consultant acknowledges these requirements and asserts understanding of and compliance with all laws and regulations related thereto. This provision must be included in all lower-tier subcontracts/sub-awards issued under this Agreement.
3. **TRAFFICKING IN PERSONS.** Consultant is reminded that U.S. Executive Order 13627 and Public Law 106-386 Div A set forth prohibitions on recipients of Federal funding participating in any form of trafficking in persons. By executing an agreement with Abt Associates, Consultant acknowledges these prohibitions and asserts understanding of and compliance with all laws and regulations related thereto. This provision must be included in all lower-tier subcontracts/sub-awards issued under this Agreement.
4. **VENDOR HELPLINE.** If you have any concerns or complaints about the manner in which this subcontract was awarded, including whether any ethical issues occurred either by Abt Associates, your organization, or another organization, Abt Associates has a Vendor Ethics and Compliance Helpline. This Helpline supports phone or web-based reporting and also supports anonymous reporting. Any issues reported to this Helpline will be investigated by a member of Abt's management.

The Vendor Helpline:
Phone: 888-928-4231)
Web: <http://www.integrity-helpline.com/abtassoc.jsp>
Both are available 24 hours a day, 7 days a week.