

CONSULTANT AGREEMENT

between


THE ARIZONA BOARD OF REGENTS
on behalf of
THE UNIVERSITY OF ARIZONA
(hereinafter referred to as "University")

And

Noam Chomsky

(hereinafter referred to as "Consultant")

Consultant's Address:



1. University desires to **retain Consultant**, and Consultant is willing to provide services to University in Consultant's capacity as an independent contractor, upon the terms and conditions set forth in this Agreement.
2. Consultant shall provide those services set forth in Exhibit "A" attached to this Agreement and in doing so agrees to exercise Consultant's best efforts in completion of the described services.
3. The total cost, including allowable expenses, to University for the performance of the services shall not exceed:
dollars **(\$ 65,000.00 —)**. Consultant shall be reimbursed for allowable expenses upon provision of original receipts. Allowable expenses are those ordinary and necessary expenses related to the performance of the contract such as transportation, lodging, and meal expenses. Personal expenses such as dry cleaning, personal telephone calls, entertainment, alcoholic beverages, and other expenses not related to the performance of the contract shall not be considered allowable expenses. Payment shall be made by University check to:

Name of individual Consultant or firm:

Noam Chomsky

Social Security Number or Federal Tax I.D. Number:

4. T _____ or the period January 26, 2017 to March 4, 2017
Either party may terminate this Agreement by giving seven (7) days written notice to the other party. If this Agreement is terminated prior to completion, Consultant shall be paid for services rendered and allowable expenses incurred to the date of termination. Consultant

shall provide to University, all reports, drawings, and other work products produced by Consultant as a part of this Agreement to the time of termination.

5. For all purposes under the terms of this Agreement Consultant shall be an independent contractor, and not an officer or employee of University. Nothing herein shall be deemed to constitute or create a relationship of agency, joint venture or partnership among the parties and no party hereto shall have any power or authority to act for or bind the other party. University shall provide no employee benefits, including but not limited to worker's compensation coverage, regularly afforded to staff, faculty, and administrative and professional employees. Consultant shall provide whatever tools, equipment, vehicles, and supplies Consultant may determine to be necessary for the performance of the services hereunder, and shall be responsible for all expenses of its' operation, including expenses incurred in hiring employees and assistants to Consultant.
6. The conduct and control of work under this Agreement lies solely with Consultant, and University is interested in the satisfactory progress and the successful completion of the services described in Exhibit A. University shall be permitted to retain other consultants performing the same or similar tasks, and Consultant shall be permitted to provide services to other parties, consistent with Consultant's obligation to utilize best efforts in the completion of services undertaken pursuant to the terms of this Agreement.
7. Consultant shall provide such interim written reports concerning the performance of services under this Agreement as University may request in writing and, upon expiration or other termination of the Agreement shall provide a written report to University setting forth the results of the tasks performed hereunder.
8. ~~All reports, drawings, and other work products produced by Consultant, as a part of the services rendered under this Agreement shall be provided to and be the sole property of University. Consultant shall not release such work product or other information obtained, or produced pursuant to this Agreement without the prior written consent of University.~~ (CROSSED)
MC
9. The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
10. The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 *et seq.* (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

11. The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during the fiscal year or funding becomes otherwise not legally available, the Board of Regents may reduce the scope of the agreement if appropriate or cancel the agreement. The Board agrees to notify Consultant as soon as reasonably possible after the unavailability of said funds comes to the Board's attention. In the event that the Board of Regents reduces the scope of or cancels this Agreement pursuant to this Section 11, Consultant shall be paid for services rendered and allowable expenses incurred up to the date of such reduction or cancellation.
12. This Agreement is subject to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.
13. Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees ("Indemnitees") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorney's fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Contractor and/or its subcontractors of claims under similar such laws and obligations. Contractor's obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, Arizona Board of Regents, University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Contractor and third party infringement under the Agreement.
14. Consultant shall submit monthly billings in connection with the services performed under this Agreement. Billings must specify the name of the individual performing the services, the type of services being performed, the amount of time spent on the effort, and the hourly rate charged for the services. These billings shall be sent to:

Same as front-page

However, under no circumstances shall Consultant be reimbursed for an amount which is proportionately greater than the portion of the job which has been completed. The University shall pay such invoices within 30 days of receipt of such invoices from Consultant.

15. Consultant verifies that Consultant or any employee of Consultant (check one) is is not an employee of University.

16. Consultant shall furnish the following certificates of insurance:

*Commercial General Liability, Minimum of \$2,000,000 Combined Single Limit (CSL) each occurrence.

*Commercial Automobile Liability, Minimum of \$1,000,000 Combined Single Limit (CSL) each occurrence.

Professional Liability, Minimum \$1,000,000 Combined Single Limit (CSL) each

occurrence. Worker's Compensation, Statutory Requirement
Employers Liability, \$100,000 Minimum

Other: _

***The State of Arizona, the Arizona Board of Regents and The University of Arizona shall be named as additional insured on Commercial General Liability and Commercial Automobile Liability insurance certificates. The underlined wording must appear on the certificates (commercial general liability and commercial automobile liability) and all insurance certificates must be submitted with this agreement.** The Office of Risk Management shall determine the amount of insurance required and the acceptability of insurance certificates submitted.

17. The Consultant agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the Contract. In addition, the Consultant agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.
18. This Agreement is made under and shall be interpreted according to Arizona law.
19. As required by ARS §§ 35-393 to 35-393.01, Entity certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates designated below.

ARIZONA BOARD OF REGENTS
ON BEHALF OF THE UNIVERSITY
OF ARIZONA

Authorized Signature

Printed Name

Title

Date:

CONSULTANT:

Authorized Signature

Printed Name

Title

Date: Feb. 9 2017

UNIVERSITY OF ARIZONA

The University of Arizona (UA) College of Social and Behavioral Sciences (SBS) have invited Dr. Noam Chomsky to participate as a guest speaker from January 26 to March 4, 2017. The compensation will be \$65,000, payable on March 4, 2017. This payment is meant to cover all expenses related to his participation. The UA will also provide 20 hours/week of administrative assistance to help Dr. Chomsky manage his schedule and logistics.

For purposes of copyright, this contract shall not be considered a work-for-hire agreement. Any materials prepared, presented, delivered, or produced by Dr. Chomsky during the term of this agreement remain fully his own and he reserves all rights to them, including all applicable copyrights. The terms for use of any recordings, transcripts, images, or other materials created during the term of this agreement are subject to separate written agreement. For the avoidance of any doubt, this provision shall have full force and effect and supersede Clause 8 of the Consultant Agreement [Form#106] between The Arizona Board of Regents on behalf of The University of Arizona and Noam Chomsky.

The deliverables required by the Independent Contractor's Agreement with Dr. Chomsky include:

Guest Speaker for What is Politics?

The course examines industrial state capitalism as the dominant organizing principle of our economy. Throughout the course, students will interrogate the consequences of this orientation, including threats to the human species such as climate change, potential nuclear terrorism, and the expansion of militarism and warfare. These consequences also encompass the less spectacular, but nevertheless devastating, effects of globalization and unfettered capitalism on social inequality. At the heart of the class, students will explore possible responses and resistances to these phenomena and will investigate the achievements and difficulties involved with agitating for progressive change.

The class meets on Tuesdays and Thursdays, but we are only requesting Dr. Chomsky's participation as a guest speaker on Thursdays.

Thursdays

5:00-6:45pm, ENR2 building, room N120

Dr. Chomsky is invited to lecture for 45-60 minutes, and for the remainder of class time a guest faculty member will moderate Q&A. Students will include 400 UA undergraduate students (including 38 UA Honors College students) and 175 non-degree seeking students enrolled in Humanities Seminar Program.

7:00-8:00pm, ENR2 building, room S10

Dr. Chomsky is invited to host a discussion with 38 undergraduate students enrolled in the UA Honors College.

Since this is a 7.5 week session, the class will meet on the following Thursdays with Dr. Chomsky:

Week 3: January 26
Week 4: February 2
Week 5: February 9

Week 6: February 16
Week 7: February 23
Week 8: March 2

Public and Other Events

Free public lecture and conversation with College of Education faculty on education in the United States. Organized by the UA Confluence Center for Creative Inquiry, Graduate and Professional Student Council, and the College of Education

Contact: Javier Duran, Director of the Confluence Center duran@email.arizona.edu

Tentative: February 20, 6:00pm, UA Student Union (capacity 600)

One-hour video discussion on consciousness with Stuart Hameroff

The video will be used at an international conference on consciousness later next year in Shanghai. Contact: Stuart Hameroff, Professor in the UA College of Medicine and founder of the Consciousness Center shameroff@anesth.arizona.edu

Date, Time, Location TBD

A private early-evening reception or weekend brunch. Dr. Chomsky is invited to speak for 15-20 minutes followed by an hour of informal conversation with guests.

Date, Time, Location TBD