

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is by and between **NEK Community Broadband**, a Vermont communications union district ("CUD"), having its principal place of business at 4 South Main Street, Suite 16, Hardwick, VT 05843-0712 ("NEK Broadband") and _____ (the "Consultant"). This Agreement is entered into as of the date signed by NEK Broadband (the "Effective Date").

Background

- A. Consultant is, and has been, a (((limited liability company/sole proprietor/corporation)))) in the business of _____ services. If Consultant is not a sole proprietor, then Consultant's DUNS number is _____. Consultant desires to provide the services of its business to NEK Broadband.
- B. NEK Broadband has a need for such services and desires to enter into an agreement with Consultant on the terms and conditions set forth below.

Terms and Conditions

1. Term. The term of this Agreement shall be the length of time set forth on each attached Statement of Work (the "Term"). Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.
2. Consulting Services. Consultant agrees to perform the services described in the Statement of Work (the "Services").
3. Performance. Consultant agrees to perform the Services in a professional manner. NEK Broadband agrees that neither NEK Broadband, nor NEK Broadband's agents or representatives, shall have any right to control or direct the details, manner or means by which Consultant accomplishes the completion of the Services. Consultant agrees to complete the Services by the end of the Term, but Consultant shall have no obligation to work any particular hours or number of hours.
4. Terms of Payment. NEK Broadband agrees to pay Consultant as set forth in the Statement of Work. Consultant shall submit monthly invoices to NEK Broadband, and NEK Broadband agrees to pay such invoices within thirty days of receipt of invoice.
5. Expenses. Consultant shall pay all of Consultant's expenses paid or incurred by Consultant unless otherwise agreed in writing. NEK Broadband agrees that it will reimburse Consultant for mileage incurred in providing the Services, at the standard IRS rate. NEK Broadband also agrees to reimburse Consultant for expenses set forth on the Statement of Work.
9. Delegation. Consultant reserves the right to assign any tasks within the scope of the Services to qualified employees of Consultant or other qualified subcontractors hired by

Consultant. Such employees or subcontractors shall be under the complete direction and control of Consultant. Consultant shall require all such employees and subcontractors to be bound by all of the applicable provisions of this Agreement.

10. Insurance Coverage. Consultant shall obtain all insurance necessary to conduct its business, including workers' compensation insurance. Consultant shall provide certificates of insurance and comply with the provisions set forth in the Statement of Work.

11. Taxes. Consultant shall comply with all tax laws applicable to Consultant's business. Consultant acknowledges that Consultant will not be treated as NEK Broadband's employee with respect to the Services.

12. Other Work. Subject to the terms and conditions of this Agreement, Consultant retains the right to contract for similar services with other individuals and businesses.

13. Notice. Any notice regarding this Agreement shall be in writing to the address and email address noted below:

For Notices to NEK Broadband: **NEK Community Broadband**
4 South Main Street, Suite 16
P.O. Box 712
Hardwick, VT 05843
Attn: Executive Director
Email for Notices: director@nekbroadband.org

For Notices to Consultant: NAME
ADDRESS
ADDRESS
ATTN: PERSON NAME
Email for Notices:
Phone Number:

14. State of Vermont – Terms Supplement. The Parties agree to the terms in the State of Vermont Federal Terms Supplement hereto attached. The Parties agree to provisions 10, 11, 12, 14, 16, 18, 20, 22, 30, and 32.A of the State of Vermont Attachment C: Standard State Provisions for Contracts and Grants hereto attached. Notwithstanding anything in this Agreement to the contrary, in the case of any conflict or inconsistency between the specific provisions of this Agreement, relevant attachments, federal requirements or the Application, any conflict or inconsistency shall be resolved as follows: (a) State of Vermont Federal Terms Supplement; (b) State of Vermont Attachment C provisions identified; (c) this Agreement.

15. Miscellaneous. This Agreement is the entire agreement and understanding between the parties relating to the subject matter hereof. This Agreement may be amended only in a written document signed by both parties. The failure of one party to insist on strict performance by the other party on any term of this Agreement shall not be construed as a waiver

for any future occasion. This Agreement shall be governed by the laws of the State of Vermont, without application of conflicts of law. This Agreement shall bind and inure to the benefit of the NEK Broadband's successors and assigns.

CONSULTANT

Date: _____

NEK Community Broadband

By: _____
Duly Authorized Signature

Date: _____

STATEMENT OF WORK

This Statement of Work is attached to and incorporated into the Consulting Agreement dated _____ (the "Agreement") and entered into by and between NEK Broadband, and _____ (the "Consultant"). Any capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agreement.

Term	The Term of this Agreement shall be approximately "X" months/years, with the option to renew.
Start Date	, 2021
End Date	, 20
Services	Consultant shall provide the following Services under this Statement of Work:
Compensation	\$_____ per hour worked, billed in 15-minute intervals.
Reimbursable Expenses	Mileage at the standard IRS rate, Other expenses as approved
Insurance Requirements	In accordance with State of Vermont Supplemental Terms – see paragraph 14 of the Agreement.
Other Terms	

CONSULTANT

Date: _____

By: _____
Duly Authorized Signature

Date: _____