



This agreement **is not** valid until signed by Los Angeles Biomedical Research Institute’s (LA BioMed) Purchasing Department and a purchase order number has been assigned.

The purpose of this questionnaire is to assist LA BioMed in determining the appropriate status of an individual or company in accordance with the IRS Employer’s Supplemental Tax Guide (Supplement to Publication 15-A, Circular E). The proposed contractor and LA BioMed requesting department will complete the questions and narratives. The Procurement and Human Resources Departments will complete the pass/fail check boxes. The requesting department will be notified by either Human Resources or the Procurement Departments regarding the outcome within **five (5)** business days of submission.

Independent Contractors are typically engaged to accomplish a particular result, as opposed to simply hiring their time. Accordingly, the individual or company, while actually performing the work for which they have been engaged, must control the manner in which and means by which that work is performed. This requires the individual or company to determine for themselves such things as how the work to be performed (how the result is to be accomplished), how much work or effort needs to be performed, and where the work must be performed (what can be done on LA BioMed’s premises and what must be done on the individual/company’s own business premises). Additionally, an individual must not require training by LA BioMed (other than simply being briefed on the task to be accomplished), or be retained in a capacity similar to that he/she may have held as a former LA BioMed employee.

I agree to renew this consultant agreement annually by completing pages **4-7 ONLY** unless other significant data pertaining to this Consultant has changed. Failure to renew this agreement will result in termination of this agreement as of the end date indicated on this form. **Department Requestor Initials:** \_\_\_\_\_

I agree that Contractor services must coincide with the overall mission, purpose, business rules, and policies of LA BioMed Research Institute. I agree that work assignments will be specific to the goals and accomplishments pertaining to biomedical research and will not be a conflict of interest to the Institute. I further agree that Contractor will not be engaged in patient treatment or care at affiliated hospitals or clinics unrelated to biomedical research. **Department Requestor Initials:** \_\_\_\_\_

**Section I**

- |   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| 1. Will consultant be given instructions on how the task will be performed or how the final product or result should be achieved? (Exclude instructions on what the input data and resources for a task include, and what the reports and information are expected.)  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Will LA BioMed schedule hours to be worked? (Do not include travel or occasional meetings with LA BioMed personnel.)   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is Consultant required to perform the work at a specific location? Answer “Yes” if consultant will be required to perform the work at an LA BioMed site (even if required by circumstances outside LA BioMed or customer control, such as: security requirements. Please explain such circumstances in the space provided or attach an additional sheet. Answer no if consultant’s location is consultant’s office or other location of consultant’s choice. Do not count attendance at meetings or conferences as a yes answer. _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Will LA BioMed provide training to the consultant in how to perform the job?   | <input type="checkbox"/> | <input type="checkbox"/> |

Yes No

5. Has consultant ever been or currently an employee of LA BioMed MFI, or Harbor Medical Center?
6. If YES, answer the following:

Years employed: From \_\_\_\_\_ to \_\_\_\_\_ Position Title: \_\_\_\_\_

Department Name: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Did the Consultant supervise employees in the department? \_\_\_\_\_

Brief description of duties/work performed: \_\_\_\_\_

7. Is consultant related to any current LA BioMed employee? If YES, provide name of employee below.    
 First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_
8. Is consultant a volunteer (has signed a non-compensated appointee agreement with LA BioMed HR Department?)

**Section II (Q9-11) Consultant Provides Professional Services to the General Public.**

9. Does consultant advertise his/her/company services or provide similar services to the general public? If so, describe the consultant’s business development efforts: \_\_\_\_\_

10. Is Consultant now performing or in the last three (3) months performed work as an independent consultant for any other company or person unrelated to LA BioMed? If YES, estimated number of hours worked for the other company(s) or person(s) **C1** \_\_\_\_\_    
**C2** \_\_\_\_\_ **C3** \_\_\_\_\_

11. Will Consultant be working substantially full-time (30 hours or more/week) for LA BioMed?    
 If YES, for how long will the full-time work be performed? Date period: \_\_\_\_\_

\_\_\_\_\_  
 (Print) First and Last Name of Principal Investigator Signature Date

\_\_\_\_\_  
 (Print) First and Last Name of Person completing Sections I & II Signature Date

**\*REQUIRED FIELDS**

**Statement of Work (SOW) Questionnaire**

Please complete the SOW and attach this document to the Professional Services Agreement document. For questions and submission of consultant documents, please email: [purchase@labiomed.org](mailto:purchase@labiomed.org).

1. \* **Name of proposed consultant (print):** \_\_\_\_\_  
\* **Consultant's Email Address:** \_\_\_\_\_  
\* **Consultant's Business Phone# (not an LABIOMED office number):** (        ) \_\_\_\_\_ - \_\_\_\_\_

2. \*Describe the specific tasks to be performed, results expected, and attach CV: (**REQUIRED**)\_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

3. \*Give evidence that the services to be provided are essential, and explain why the work cannot be provided by an existing employee.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

4. \*Provide a description of the qualifications, which the consultant possesses to adequately perform the required services. Attach a current curriculum vitae or resume, including a list of similar consulting contracts successfully completed, the consultant's present position and salary, and previous consulting fees.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

5. \*Provide the names of all other individuals and/or firms who have been considered as possible consultants and explain how the names were acquired.
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_

**Check here for annual renewal only (complete and submit pages 4-7 only)**

Previously assigned PO# \_\_\_\_\_ Consultant Full Name: \_\_\_\_\_

**THIS AGREEMENT** for Professional Services (hereinafter “**Agreement**”) is made by and between **Los Angeles Biomedical Research Institute at Harbor-UCLA Medical Center (hereinafter ‘LA BioMed’)** and \_\_\_\_\_  
 \_\_\_\_\_ (name) \_\_\_\_\_ (address) (hereinafter “**Consultant**”).

This agreement is not valid until signed by the LA BioMed Purchasing Department and a purchase order number has been assigned. Assigned PO number: \_\_\_\_\_.

**FOR CONSIDERATION** of the mutual promises and covenants contained herein, the LA BioMed and Contractor agree as follows:

### 1. SCOPE OF WORK

- A. Professional Services:** Consultant agrees to provide Professional Services (hereinafter “Services”) as described in the attached SOW document.
- B. Performance Monitoring:** To ensure satisfactory and timely performance, Consultant shall produce written reports or other written documents as needed or directed to \_\_\_\_\_  
 (hereinafter “Project Manager”) by the dates indicated: **If not applicable, please check “no.”**
- C. Revisions to Scope of Work:** LA BioMed reserves the right to make changes to the Services to be provided which are within the Scope of Work above. Such changes and any added cost or cost reduction to LA BioMed must be agreed to in writing and signed by LA BioMed and Contractor prior to proceeding with any change.

### 2. PERFORMANCE PERIOD

The performance period of this Agreement shall begin on the effective date, \_\_\_\_\_, 20\_\_\_\_, and shall not extend beyond, \_\_\_\_\_, 20\_\_\_\_, not more than one year after the effective date, unless amended by written agreement.

### 3. COMPENSATION AND PAYMENT

- A Fee:** LA BioMed agrees to pay the Contractor for Services provided pursuant to this Agreement on the following terms, not to exceed \$ \_\_\_\_\_ for the term of this Agreement.
- A-1: Hourly Rate: \$ \_\_\_\_\_ **OR** Daily Rate of Pay: \$ \_\_\_\_\_
- A-2: Maximum hours to work during period of 12 months: \_\_\_\_\_

- B Invoice for Payment:** Contractor shall submit an invoice for payment to:

**Los Angeles Biomedical Research Institute**  
**Accounts Payable**  
**1124 West Carson Street, Bldg. J3, Room 1**  
**Torrance, CA 90502**

All invoices should include a reference to this Agreement and the compensation rate and number of hours or days of service if payment is to be made other than fixed fee. LA BioMed reserves the right to withhold ten percent (10%) from each payment until acceptance by LA BioMed of the Services rendered.

- C Expenses:** LA BioMed agrees to reimburse Contractor for related expenses for on-site activity within the scope of this Agreement. All expenses must be documented by receipts, excluding meals, and submitted for payment approval within sixty (60) days from the date the expense was incurred.

Expense vouchers must include an itemized list of miscellaneous expenses, i.e. taxi fare, parking, tips, etc. Contractor will not be reimbursed for dry cleaning, laundry, valet expenses, and charges for entertainment.

Expenses shall be reimbursed in accordance with LA BioMed’s travel policy, which includes the following guidelines and maximum rates:

- Air travel, not to exceed the coach class rate.

- Auto rentals while at LA BioMed location, not to exceed standard/midsize car class, nor exceed one auto for every three (3) Consultant employees on site.
- Actual meal costs not to exceed \$20 per meal not to exceed three (3) times per day. Alcohol is not a reimbursable expense.
- If/when the consultant pays for accommodations; reimbursement to the consultant may not exceed \$120 per day (base room rate.)  
Consultant agrees to be responsible for any and all expenses incurred by consultant or consultant's personnel, which exceed the above guidelines and rates.

**D. Taxes Liability:** Consultant agrees that Contractor is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that LA BioMed will not deduct such taxes from any payment to Contractor.

4. **CONFIDENTIALITY:** Consultant agrees to keep confidential and not to disclose to third parties any information provided by LA BioMed pursuant to this Agreement without LA BioMed's prior written consent. This provision shall survive expiration and termination of this Agreement.

5. **INTELLECTUAL PROPERTY RIGHTS:** Consultant agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements (hereinafter "Work") developed by Consultant solely, or with others, resulting from the performance of Consultant's responsibilities and obligations pursuant to this Agreement are "works made for hire" and the property of LA BioMed. If for any reason the Work would not be considered a work made for hire under applicable law, Consultant does hereby sell, assign, and transfer to LA BioMed, its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. Consultant agrees to provide whatever assistance is necessary for LA BioMed to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

6. **TERMINATION OF AGREEMENT**

**A. Termination of Agreement:** Either party may terminate this with (30) days advance written notice for any reason. Written notification can be emailed to the hiring Principal Investigator and the Purchasing Department. (purchase@labiomed.org)

**B. Payment Upon Termination:** Upon termination for any reason, LA BioMed shall pay consultant all fees and expenses in accordance with (Provision 2) above already provided or incurred through the effective date of termination and must be approved in writing by the hiring investigator.

7. **INDEPENDENT CONSULTANT RESPONSIBILITIES**

**A. Independent Consultant Status:** It is expressly understood that consultant is an independent consultant and not the agent or employee of LA BioMed or any other agency of the State of California. Consultant is not entitled to tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

**B. Authority:** Consultant shall not have the authority to enter into any contract to bind LA BioMed and shall not represent to anyone that Contractor has such authority.

8. **LIABILITY**

**A. Contractor Liability:** To the fullest extent allowed by law, Consultant agrees to indemnify and hold harmless LA BioMed, the State of California, and their agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of the Consultant, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provision of products and services under this contract.

During the performance of Services, Consultant shall be in compliance with all applicable state and federal laws, and

the Policies and Procedures of the State of California, and LA BioMed, including but not limited to LA BioMed's Conflict of Interest policy.

**Insurance Provisions:** Without limiting any liabilities or any other obligations of the Consultant, Consultant shall provide certificates of insurance documenting the minimum insurance coverage requirements listed below unless otherwise agreed to in writing. Coverage may be by Consultant's self-insurance plan or with outside insurance providers, all subject to LA BioMed approval. Such insurance coverage must be maintained until all obligations under the Agreement are satisfied.

**I, Department Chair/P.I. would like to waive insurance requirement for this Consultant.**

\_\_\_\_\_ **initial here (Department Chair or P.I. initials required)**

- i. Applicable Consultants Compensation insurance to cover liability imposed by Federal and State statutes having jurisdiction over Consultant's employees engaged in the performance of the Consultant's service. Employer's Liability insurance of no less than \$500,000 each employee and \$500,000 each accident.
- ii. Commercial General Liability insurance with a minimum limit of ONE MILLION DOLLARS (\$1,000,000) per occurrence. This policy shall include coverage for bodily injury and property damage, including completed operations, personal injury, and coverage for contractual employees, blanket contractual and products and completed operations. Policy shall contain a severability of interest's provision.
- iii. Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) with respect to Contractor's owned, non-owned, hired, or borrowed vehicles, assigned to or used in performance of this agreement.
- iv. Umbrella Liability insurance with a minimum limit of \$1,000,000 per occurrence and shall apply to all underlying and primary liability coverages required above.
- v. Errors and Omissions (Professional Services Liability) insurance with a minimum limit of \$1,000,000 per claim. The policy shall include coverage for contingent bodily injury liability.
- vi. The Commercial General Liability, Commercial Automobile Liability, and Umbrella Liability policies required herein shall be endorsed to include LA BioMed, their agents, officials, and employees as additional insured.
- vii. Consultant and its insurers providing the required coverages shall waive all rights of subrogation or recovery against LA BioMed their agents, officials, and employees.
- viii. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of California, with an A.M. Best's rating of A-, VII or better. These policies shall be primary coverage. Certificates shall specify name of the project and provide that no less than 30 days notice of non-renewal, cancellation, or material change shall be given to LA BioMed.
- ix. One (1) Certificates must be submitted with signed agreement as evidence of compliance with the above requirements. Certificates shall show the waiver of subrogation and thirty (30) days notice for canceled or non-renewed policies.

**Send Certificates to:**

**Attn: Karen Mayo, Vice President, Support Operations**  
**Los Angeles Biomedical Research Institute**  
**1124 West Carson Street, Bldg. J3, Room 24C**  
**Or email to: riskmgnt@labiomed.org**

- x. Failure on the part of the Consultant to procure or maintain required insurance shall constitute a material breach of contract upon which LA BioMed may immediately terminate an Agreement, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all moneys so paid by LA BioMed shall be repaid by the Contractor to LA BioMed upon demand, or LA BioMed may offset the cost of the premiums against any moneys due to Consultant.
- xi. LA BioMed reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.

xii. LA BioMed reserves the right to waive or reduce the insurance requirements at LA BioMed's sole discretion. \_\_\_\_\_ (LA BioMed Risk Mgmt. Dept. ONLY)

9. **ASSIGNMENT OR MODIFICATION:** Any assignment or modification of this Agreement shall be valid only by written mutual agreement signed by both Parties.
10. **GOVERNING LAW:** This Agreement shall be governed by and construed under the laws of the State of California, which shall also be the venue for any disputes arising hereunder.
11. **USE OF LA BIOMED NAME:** Consultant agrees it will not use the name or intellectual property, including but not limited to, LA BioMed trademarks in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of LA BioMed.
12. **CONFLICT OF TERMS:** All of the terms and conditions of this LA BioMed Professional Services Agreement ("LA BIOMED PSA") are deemed incorporated into the Consultant's Agreement or Proposal. In the event of an express conflict between the terms of this LA BIOMED PSA and the Consultant's Agreement or Proposal, the terms of the LA BIOMED PSA shall prevail to the extent necessary.
13. **CONFLICT OF INTEREST** Should Consultant, Consultant's spouse or minor child be a paid employee of LA BioMed, Consultant will be considered a "conflict of interest vendor." In addition, should any individual, their spouse or minor child, who is a paid employee of LA BioMed, also be a partner in Consultant's firm or own five percent (5%) or more of Contractor's corporate stock or receive consulting payments, a conflict of interest exists. Whenever Contractor represents a conflict of interest, Contractor must have prior approval from the Department Chair and President of LA BioMed to do business with LA BioMed. Contact the Purchasing Department at (310) 222-3631 for further information and do not sign this Agreement, until express approval has been given by the Purchasing Department.
14. **PATIENT INFORMATION:** In the event that the Services involve access to patient care areas and/or access to or use of protected health information, Consultant agrees to execute a Business Associate Agreement or Addendum, as required by the HIPAA Privacy Rule codified at 45 C.F.R. Part 160 and 164, which shall be obtained from LA BioMed's Security Officer, Compliance Department, Walter P. Martin Bldg., Second Floor (North).

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed in duplicate as of the latest date set forth below.

<b>Purchasing Department Information</b>	<b>Consultant Information</b>
Signature:	Signature:
Name: Rachel Grajeda	Name:
Title: <b>Procurement Manager</b>	Title:
Date:	Date
<b>PI's Information (required)</b>	Foreign Non-US Citizen? Yes ___ No ___
<b>Department:</b>	<b>Office of Research Administration Approval</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
<b>Department Chair Information (as needed)</b>	
Signature	
Name:	

## Business Associate (Consultant) Agreement

This Business Associate Agreement (“Agreement”) effective on \_\_\_\_\_, 20\_\_\_\_ (‘‘Effective Date’’), is entered into by and between \_\_\_\_\_ (‘‘Business Associate’’) and Los Angeles Biomedical Research Institute (‘‘LA BioMed’’ or ‘‘Institution’’).

A. The purpose of this Agreement is to comply with the Standards of Privacy of Individually Identifiable Health Information (‘‘Privacy Rule’’) which is codified at 45 C.F.R. Parts 160 and 164 under the Health Insurance Portability and Accountability Act of 1996 (‘‘HIPAA’’). Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those used in the Privacy Rule.

B. The Business Associate regularly uses and/or discloses protected health information (‘‘PHI’’) in its performance of services for the Institution. Institution has requested Business Associate to perform the services set below with the condition that Business Associate agrees to abide by the requirements set forth in the Privacy Rule. The services are: \_\_\_\_\_

- C. For Business Associate to perform its services on behalf of Institution it requires the patient’s:
- Relevant medical history and contact information, as applicable
  - Other: \_\_\_\_\_

D. This Agreement sets forth the terms and conditions pursuant to which PHI that is provided by, or created or received by, the Business Associate from or on the behalf of the Institution will be handled.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

**I. Services.** The Business Associate provides services for the Institution that involve the use and disclosure of PHI. Except as otherwise specified herein, the Business Associate may make any and all uses of PHI necessary to perform its obligations. Additionally, Business Associate may disclose PHI for the purposes authorized by this Agreement to its employees, subcontractors and agents, as directed by the Institution.

**II. Obligations and Activities of Business Associate.** With regard to its use and/or disclosure of PHI, the Business Associate agrees to do the following:

- A. Use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise required by law;
- B. Report to the designated privacy officer of the Institution, in writing, any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware within fifteen (15) days of the Business Associate’s discovery of such unauthorized use and/or disclosure;
- C. Use appropriate safeguards to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of PHI;
- D. Required subcontractors, or agents to whom it provides PHI or that receive or use PHI, to agree to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associates;
- E. Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI to the Secretary of HHS for purposes of determining the Institution’s compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges;



- F. Upon reasonable notice and a written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI to the Institution for purposes of enabling the Institution to determine the Business Associate's compliance with the terms of this Agreement;
- G. Upon reasonable notice and a written request from the Institution, provide to the Institution such information as is requested by the Institution to permit the Institution to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.526 and § 164.528;
- H. Return to the Institution or destroy, as requested by the Institution, within fifteen (15) days of the termination of this Agreement, the PHI by Business Associate's possession and retain no copies or back-up tapes;
- I. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement; and
- J. May use PHI for the necessary management and administration of Business Associate, or to carry out its legal responsibilities and may disclose PHI if: the disclosure is required by law; or Business Associate secures and obtains the assurances as set forth in 2(d) above.

**III. Responsibilities of the Institution.** With regard to the use and/or disclosure of PHI by the Business Associate, the Institution hereby agrees:

- A. To inform the Business Associate of any changes in the form of notice of privacy practices that the Institution provides to individuals pursuant to 45 C.F.R. § 164.520 and provide the Business Associate a copy of the notice currently in use;
- B. To inform the Business Associate of any changes in, or withdrawal of, the consent or authorization provided to the Institution by individuals whose PHI may be used and/or disclosed by Business Associate under this Agreement pursuant to 45 C.F.R. § 164.506 or § 164.508; and
- C. To notify the Business Associate, in writing or in a timely manner, of any restrictions on the use and/or disclosure of PHI agreed to by the Institution as provided for in 45 C.F.R. § 164.52.

**IV. Term and Termination.** This Agreement shall be effective on the date signed by the Business Associate. Upon termination of this Agreement, the protections of this Agreement will remain in force and the Business Associate shall make no further uses and/or disclosures of PHI, except for the proper management and administration of its business, as required by law, or in connection with permitted use and disclosures as part of any ongoing activities for the Business Associate. Institution may terminate for cause after notifying the Business Associate in writing of a material breach of this Agreement, and provide the Business Associate with an opportunity to cure the breach or end the violation and if the Business Associate does not cure the breach or end the violation within a reasonable time, to either terminate this Agreement or report the violation to the Secretary of HHS.

**V. Survival.** The respective rights and obligations of Business Associate and Institution shall survive the termination of the Agreement indefinitely.

**VI. Amendment.** This Agreement may not be modified or amended, except in writing as agreed to by each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Institution to comply with the requirements of the Privacy Rule.

**VI. Notices.** Any notices to be given hereunder shall be made via U.S. mail or express courier, or hand delivery to the other party's address given below as follows:

**Business Associate, please complete the following and sign below:**

**Business Associate Full Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Business Email:** \_\_\_\_\_

**Primary Contact Phone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Associate Signature

**\*\*\*\*THIS SECTION COMPLETED BY LABIOMED REPRESENTATIVE ONLY\*\*\*\***

**Los Angeles Biomedical Research Institute**

Purchasing Representative Name: \_\_\_\_\_

1124 W. Carson Street, J3 - 24

Los Angeles, CA 90502

\_\_\_\_\_  
Date

\_\_\_\_\_  
LA BioMed representative signature here



## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into as of \_\_\_\_\_ (date) by and between Los Angeles Biomedical Research Institute, as an Organization ("LA BioMed") and \_\_\_\_\_, as an Individual ("Independent Contractor aka IC").

LA BioMed and \_\_\_\_\_ (IC) have indicated an interest in exploring a potential business relationship relating to: \_\_\_\_\_ (the "Transaction"). In connection with the parties' respective evaluation of the Transaction, \_\_\_\_\_ (IC), its respective affiliates and its respective directors, officers, employees, agents or advisors (collectively, "Representatives") may provide or grant access to certain confidential and proprietary information to \_\_\_\_\_ (IC). The party disclosing its Confidential Information (as defined herein) to the other party is hereafter referred to as the "Disclosing Party – LA BioMed." The party receiving the Confidential Information of the Disclosing Party is hereafter referred to as the "Receiving Party – IC." In consideration for being furnished Confidential Information, LA BioMed and \_\_\_\_\_ (IC) agree as follows:

1. **Confidential Information.** The term "Confidential Information" as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to any of the following: which the Disclosing Party considers confidential.

2. **Exclusions from Confidential Information.** The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by the Receiving Party or any of its Representatives;
- b. If the information is or was received by the Receiving Party from a third party source which, to the best knowledge of the Receiving Party or its Representatives, is or was not under a confidentiality obligation to the Disclosing Party with regard to such information;
- c. If the information is disclosed by the Receiving Party with the Disclosing Party's prior written permission and approval;
- d. If the information is independently developed by the Receiving Party prior to disclosure by the Disclosing Party and without the use and benefit of any of the Disclosing Party's Confidential Information; or
- e. If the Receiving Party or any of its Representatives is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation but only if, to the extent lawful, the Receiving Party or its Representatives give prompt written notice of that fact to the Disclosing Party prior to disclosure so that the Disclosing Party may request a protective order or other remedy to prevent or limit such disclosure and in the absence of such protective order or other remedy, the Receiving Party or its Representatives may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. **Obligation to Maintain Confidentiality.** With respect to Confidential Information:

- a. The Receiving Party and its Representatives agree to retain the Confidential Information of the Disclosing Party in strict confidence, to protect the security, integrity and confidentiality of such

- 
- information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement;
- b. The Receiving Party and its Representatives shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information received by the Disclosing Party using a reasonable degree of care, but not less than that degree of care used in safeguarding its own similar information or material;
  - c. Upon the termination of this Agreement, the Receiving Party will ensure that all documents, memoranda, notes and other writings or electronic records prepared by it that include or reflect any Confidential Information are returned or destroyed as directed by the Disclosing Party;
  - d. If there is an unauthorized disclosure or loss of any of the Confidential Information by the Receiving Party or any of its Representatives, the Receiving Party will promptly, at its own expense, notify the Disclosing Party in writing and take all actions as may be necessary or reasonably requested by the Disclosing Party to minimize any damage to the Disclosing Party or a third party as a result of the disclosure or loss; and
  - e. The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and at no time will the Receiving Party or any of its Representatives be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.

**4. Non-Disclosure of Transaction.** Without the Disclosing Party's prior written consent, neither the Receiving Party nor its Representatives shall disclose to any other person, except to the extent, the provisions of Paragraph 2 apply: (a) the fact that Confidential Information has been made available to it or that it has inspected any portion of the Confidential Information; (b) the fact that the Disclosing Party and the Receiving Party are having discussions or negotiation concerning the Transaction; or (c) any of the terms, conditions or other facts with respect to the Transaction.

**5. Representatives.** The Receiving Party will take reasonable steps to ensure that its Representatives adhere to the terms of this Agreement. The Receiving Party will be responsible for any breach of this Agreement by any of its Representatives.

**6. Disclaimer.** There is no representation or warranty, express or implied, made by the Disclosing Party as to the accuracy or completeness of any of its Confidential Information. Except for the matters set forth in this Agreement, neither party will be under any obligation with regard to the Transaction. Either party may, in its sole discretion: (a) reject any proposals made by the other party or its Representatives with respect to the Transaction; (b) terminate discussions and negotiations with the other party or its Representatives at any time and for any reason or for no reason; and (c) change the procedures relating to the consideration of the Transaction at any time without prior notice to the other party.

**7. Remedies.** Each party agrees that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which: (a) money damages may not be a sufficient remedy for any breach of this Agreement by such party; (b) the other party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach; (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its Representatives, has breached this Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

**8. Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address or by facsimile at the below facsimile number or in the case of either party, to such other party, address or email as such party may designate upon reasonable notice to the other party.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																																													
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; padding: 2px;"><b>Social security number</b></td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="3" style="text-align: center;">-</td> <td colspan="4"></td> </tr> </table> <p style="text-align: center; margin: 2px 0;"><b>OR</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; padding: 2px;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="7"></td> </tr> </table>	<b>Social security number</b>																				-			-							<b>Employer identification number</b>																				-									
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<b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																													

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.