

**NOVA SOUTHEASTERN UNIVERSITY
OFFICE OF GRANTS AND CONTRACTS**

Issue Date: September 1999

This Policy Replaces: Unwritten Policy

Policy Number: OGC 99-05

Distribution: Faculty/Academic Administrators

Subject: Payment to Independent Consultants on Grants and Contracts

References: OMB Circular A-21

A. Purpose/Policy

A properly completed Consulting Agreement [See attached OCC/99/post/05] should be executed prior to the start date of any consulting effort. It is the responsibility of the principal investigator (PI)/project director (PD) to ensure that the daily rate paid is reasonable and, if funded by a sponsoring federal agency-either directly or as flow through from another sponsor-that it does not exceed the maximum approved rate of the federal agency. The University's Office of Grants and Contracts will monitor the payment process to ensure that proper rates are used when federal funds are the source.

B. Definition

Independent Consultant—An individual who is NOT an employee of the University and who possesses expertise of a well-defined nature which is necessary for the successful completion of a sponsored project and not found within the University's permanent staff.

C. Procedure

The PI/PD securing consulting services must select the consultant and complete the University's approved Consulting Agreement (OGC/99/post/05) making certain that all requested information is provided as outlined below.

1. The overall and specific objectives should be clearly stated in the spaces provided. If additional space is needed, a continuation sheet may be attached and referenced.
2. The projected begin and end dates should be indicated.
3. The anticipated number of consulting days times the daily rate of pay should equal the subtotal amount for actual consulting.
4. Reimbursable expenses, such as airfare, lodging, meals, etc. should include all costs other than the consultant fee. Any other reimbursable expenses in excess of a specific amount, to be identified by the PI/PD, will need prior written approval from the PI/PD.
5. The total amount due the consultant should be the sum of the consulting fee and all approved reimbursable expenses.
6. The PI/PD should sign the Agreement, obtain the signature of the consultant, and forward the Agreement to the director of the Office of Grants and Contracts for signature. A fully executed Agreement will be returned to the PI/PD, who is responsible for providing a copy to the consultant.

**CONSULTING AGREEMENT
BETWEEN NOVA SOUTHEASTERN UNIVERSITY, INC.
AND**

THIS CONSULTING AGREEMENT (the Agreement) is entered into this ___ day of _____, 20___, by and between Nova Southeastern University, Inc. located at 3301 College Avenue, Fort Lauderdale, Florida 33314, hereinafter referred to as the "University," and _____ located at _____, hereinafter referred to as the "Consultant,"

WHEREAS, the University desires to have the Consultant perform certain professional services; and

WHEREAS, the Consultant represents that he/she is ready, willing and able to perform such professional services.

NOW, THEREFORE, the parties mutually agree as follows:

**ARTICLE I
SCOPE OF WORK**

- A. General objectives (desired end result):
 - (i)
 - (ii)
 - (iii)
- B. Specific objectives and tasks (in chronological steps, if possible):
 - (i)
 - (ii)
 - (iii)

**ARTICLE II
TERM**

The term of this Agreement shall commence on _____, 20 ___ and shall expire on _____, 20___. The University reserves the right to alter the starting and ending dates according to the needs of the University.

**ARTICLE III
COMPENSATION**

The University shall compensate the Consultant according to the following schedule:

Number of days_____@ daily rate(s)_____Total_____

Payment shall be made on a _____basis. (Please indicate payment schedule, e.g., monthly, quarterly, % at beginning of project, balance when work completed, etc.). As a condition to any payment, the University must receive satisfactory documentation that the Consultant worked the number of days and performed the services he/she has to perform during the term. Prior to making its first payment, the University must receive the Consultant's taxpayer identification number (social security number or employer identification number).

**ARTICLE IV
EXPENSES**

- A. The Consultant must obtain prior written authorization from the University for any travel to be undertaken pursuant to this Agreement. The University shall have the option to arrange all such travel through the University's travel office.

- B. Any other reimbursable expense in excess of _____must have the prior written authorization of the University. In order to receive reimbursement, the Consultant must provide supporting receipts, invoices or other documentation satisfactory to the University. Payment of expenses shall be made at the same time compensation payments are made as set forth in Article III above.

**ARTICLE V
REPORTS**

The Consultant shall prepare the following reports and deliver the same to the University on the specified dates:

- (i)

- (ii)

- (iii)

**ARTICLE VI
CLASSIFIED/RESTRICTED PROPRIETARY DATA**

The University agrees to apprise the Consultant as to any information or items made available hereunder to the Consultant which are classified, restricted, or proprietary data either in United States Government classifications or according to University classifications. The Consultant agrees that any such classified, restricted, or proprietary data will not be disclosed to any other party or copied without the prior written consent of the University. The Consultant further agrees that any such material furnished to him/her by the University will be returned to the University at its request or upon expiration or earlier termination of this Agreement.

**ARTICLE VII
OWNERSHIP**

The Consultant agrees that all computer software, processes, inventions, products, papers, documents, and other materials produced or developed by the Consultant under this Agreement shall be the sole property of the University. The Consultant shall have no right, title, or interest in connection therewith. Possession of the foregoing items shall be transferred to the University at the termination of performance of services hereunder or at the University's earlier request. Any of the foregoing given to or prepared by the Consultant under this Agreement shall not be made available by the Consultant to any individual or organization without the prior written consent of the University.

**ARTICLE VIII
EXAMINATION OF RECORDS**

The University shall have access to and the right to examine any books, documents, papers, and records of the Consultant involving transactions related to this Agreement until the expiration of three (3) years after final payment hereunder.

**ARTICLE IX
CONFLICT OF INTEREST**

The Consultant represents and warrants to the University that the Consultant has no direct or indirect interest which would conflict in any manner or degree with his/her entry into this Agreement or performance of any services hereunder.

ARTICLE X

PUBLICITY

The Consultant shall not advertise or engage in any advertising or other publicity having or containing any reference to the University, or in which the University's name is mentioned, unless and until the same shall have first been submitted to and received the written consent of the University.

ARTICLE XI TERMINATION

The University may, by written notice to the Consultant, terminate this Agreement in whole or in part at any time, either for the University's convenience or because of the failure of the Consultant to fulfill his/her obligations hereunder. Upon such notice, the Consultant shall: (i) immediately discontinue all services affected (unless the notice directs otherwise) and (ii) deliver to the University all processes, products, computer software, data, reports, summaries, and any other information and materials that may have been prepared or developed by or for the Consultant in performing this Agreement, whether completed or in progress.

ARTICLE XII CHANGES IN SERVICES

The University may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by the parties, shall be incorporated by written amendment to this Agreement.

ARTICLE XIII ASSIGNABILITY

The Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the University.

ARTICLE XIV PERFORMANCE OF WORK

It is the intent of the parties that all work hereunder be personally performed by the Consultant. Any person other than the Consultant performing services must receive the prior written consent of the University.

**ARTICLE XV
LICENSES**

The Consultant shall possess all required licenses to enable him/her to perform the services hereunder, and shall provide a copy of the same to the University upon request.

**ARTICLE XVI
INSURANCE**

The Consultant shall maintain insurance satisfactory to the University. A certificate of such insurance coverage shall be provided to the University.

**ARTICLE XVII
INDEMNIFICATION**

The University shall not be liable or responsible for any accident, loss, or damage caused by or resulting from the intentional, willful, negligent, or other act or omission of the Consultant during the term of this Agreement. The Consultant hereby agrees to indemnify, defend, and hold the University harmless from any claim, action, loss, liability, damage, judgment, cost or expense (including, but not limited to, reasonable attorney's fees) asserted against or incurred by the University arising out of or in any way connected with the Consultant's acts or omissions or those of his/her agents, employees, or contractors. The obligations of the Consultant under this Section shall survive the expiration or earlier termination of this Agreement.

**ARTICLE XVIII
WAIVER**

Any failure by the University at any time, or from time to time, to enforce or require the strict keeping and performance by the Consultant of any of the terms or conditions of this Agreement shall not constitute a waiver by the University of a breach of any such terms or conditions or any other term or condition, and shall not affect or impair the right of the University at any time to avail itself of such remedies as it may have for any such breach or breaches.

**ARTICLE XIX
APPLICABLE LAWS**

Any provisions required to be included in an agreement of this type by any applicable Federal, State or local law, ordinance, rule, or regulation shall be deemed to be incorporated herein. This Agreement shall be governed by and construed in accordance with Florida law.

**ARTICLE XX
VENUE AND JURISDICTION**

Venue with respect to any action instituted in connection with this Agreement shall lie exclusively in Broward County, Florida. The Consultant agrees to the exclusive jurisdiction of the courts of the state of Florida.

**ARTICLE XXI
RELATIONSHIP**

The Consultant-s services hereunder are provided as an independent contractor to the University. Consequently, the Consultant is responsible for payment of all applicable income tax, social security, worker-s compensation and unemployment insurance. This Agreement does not create nor shall be deemed to create an employer/employee, principal-agent, joint venture or partnership relationship between the parties. The Consultant has no authority or power to bind or otherwise obligate the University in any manner.

**ARTICLE XXII
AFFIRMATIVE ACTION**

The Consultant agrees to adhere to the principles set forth in Executive order 11246, 11375, and 11598 (affirmative action program).

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement the day, month, and year first written above.

Consultant:

Nova Southeastern University, Inc.

Signature

By:_____

Print Name

Print Name:_____

Address:

Title: Principal Investigator/Project Director

Account Number_____

By:_____

Print Name:_____

Title: **Executive Director, Office of Grants
and Contracts**

Consultant's SS# or Tax I.D. #