FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY
INSTRUCTIONS TO COMPLETE THE CONSULTING SERVICES AGREEMENT (LONG FORM)
FOR SERVICES OF $5,000 AND MORE

1. On page no. #1, first paragraph fill in the Vendor or Company Name and address.
2. Complete Scope of Service 1.0 - providing a statement of services that will be rendered.
3. On page no. #1, section 1.3 - fill in the Contract Manager Name, Location and Telephone number.
4. On page no. #1, section 2.0 Fees and Expenses - How the consultant will be paid and the amount.
5. On page no. #5, section 11.0, fills in the Department Budget Account Number.
6. On page no. #2, section 2.2 - Type in the total fee payable to the consultant (Bi-weekly, Monthly) and approximately ending date upon submission of a detailed report of services performed for the payment period.
7. On page no. #2, section 3.0 – Fill in the date the consultant services will be rendered.
8. On page no. #4, 8.0 Insurance (Optional – Depending on Service/See Risk Manager)
   If the insurance do not apply type N/A in the blanks.
9. On page no. #5, section 11.0 Notice – Fill in the Institution and Consultant address.
10. After completion of the above refer agreement, along with attachments if there are any the agreement should be forwarded to Purchasing Office (electronically) for review.
11. After Purchasing has reviewed the agreement and assigned a contract number it will then be forwarded to FAMU General Counsel Office for review and approval.
12. Upon approval by the General Counsel Office, Purchasing will then forward the agreement to the Consultant for signature, and when the signed agreement is returned the Purchasing Director executed the final signature.
13. The last step in executing the agreement will be for the Department (who the agreement is originating from) to process a requisition in PeopleSoft for encumbering of the funds.

Upon completion of contract (filling out the contract including Dept, Account Code and signed by all parties) the Department has (3) three days to input their requisition(s) in to PeopleSoft System to have a purchase order generated.

If you have any questions, please call Purchasing at 599-3203.
FLORIDA AGRICULTURAL & MECHANICAL UNIVERSITY
CONSULTING SERVICES AGREEMENT

This Agreement is made between Florida A&M University (FAMU), acting for and on behalf of the FAMU Board of Trustees ("Institution") a public body corporate existing under the laws of the State of Florida and having its principal place of business at Florida A & M University and __________________________, a corporation with authority to do business in the State of Florida, with a federal identification no. # ____________________.

A. Institution desires to obtain the services of Consultant; and

B. Consultant claims to have expertise and experience to provide such services for Institution.

TERMS

Consultant agrees to perform such professional services, with the standard of professional care and skill customarily provided in the performance of such services as set forth in this Agreement, and Institution agrees to pay Consultant such amounts as are specified in this Agreement, all upon the following terms and conditions:

1.0 Scope of Service.

1.1 Consultant agrees to provide the services described as following:

1.2 Consultant agrees to perform the Consulting Services to the satisfaction of Institution from time to time during the term of this Agreement.

1.3 Institution's Contract Manager overseeing the Consulting Services provided under this Agreement is [Contract manager], who is located at FAMU [Department and Address].

2.0 Fees and Expenses.

2.1 Institution agrees to pay Consultant a fee of (SAmount) for Consulting Services.

2.2 The total fee, and incidentals if any, shall be payable [upon completion of the project/or in incremental phases upon completion of each phase of the work, as follows] in accordance with the University Prompt Payment Compliance Policy and upon submission of an invoice that is in detail sufficient for a pre audit and post audit thereof.

2.3 Consultant agrees that Consultant is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that Institution will not deduct such taxes from any payments to Consultant hereunder.
2.4 Institution shall reimburse the following incidental out-of-pocket expenses that are checked and initialed in accordance with Section 112.061, Florida Statutes:

____ (1) local travel;
____ (2) round trip air (coach) from _____________ to the project;
____ (3) per diem subsistence.

2.4.1 Consultant shall submit an invoice and adequate receipts and documentation as requested by Institution to support reimbursement of all reimbursable out-of-pocket expenses.

2.5 Institution’s obligation to pay beyond the current fiscal year is contingent upon annual appropriation by the Florida Legislature or appropriate funding agency.

3.0 Term.

The Consulting Services to be rendered by Consultant under this Agreement shall commence no later than __________ and be completed by [Month and year]. Time is of the essence in this Agreement. This term may be extended beyond such completion date if Institution agrees to the extension in writing.

4.0 Consultant’s Capacity and Responsibilities.

4.1 It is expressly understood that Consultant is an independent contractor and not the agent, partner, joint venture, legal representative, or employee of Institution. Consultant and Consultant’s workers are not employees of Institution and are not entitled to tax withholding, Workers’ Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Consultant is responsible for providing all necessary insurance for himself/herself, Consultant’s workers, agents, and representatives.

4.2 Consultant shall not have the authority to enter into any contract or agreement to bind Institution and shall not represent to anyone that Consultant has such authority.

4.3 Consultant shall not use the credit, name, logo, trademarks and/or copyrights of Institution in connection with its business or affairs except as specifically authorized in this Agreement or as approved by Institution prior to use by Consultant.

4.4 Consultant represents and warrants to Institution that in performing the Consulting Services Consultant will not be in breach of any agreement with a third party.

4.5 Consultant declares that he/she is not a Legislator, elected or appointed officer, or that his/her firm is not owned or controlled by any Legislator, elected or appointed officer, compensated or uncompensated, member of a State board of commission, or other employee of the State of Florida; and

4.6 Consultant further declares that has not participated in a State capacity, or that his/her firm has not been assisted or re he/she presented in this matter by an individual who has been involved in a State capacity, in the subject matter of this
Contract and Consultant presently has no interest and shall not acquire any interest which would conflict with the performance of the work authorized hereunder.

4.7 Consultant agrees to comply with the provisions of Sections 11.062 and 216.347, F.S., which prohibit the expenditure for contract funds for the purpose of lobbying the State Legislature or a state agency.

4.8 As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately proceeding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

5.0 Confidentiality of Information.

5.1 Consultant agrees to keep confidential and not to disclose to third parties any information provided by Institution pursuant to this Agreement unless Consultant has received prior written consent of Institution to make such disclosure. This obligation of confidentiality does not extend to any information that:

5.1.1 Was in the possession of Consultant at the time of disclosure by Institution, directly or indirectly;

5.1.2 Is or shall become, through no fault of Consultant, available to the general public, or

5.1.3 Is independently developed and hereafter supplied to Consultant by a third party without restriction or disclosure.

5.2 This provision shall survive expiration and termination of this Agreement.

6.0 Property Rights and Reports.

6.1 Consultant agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements developed by Consultant solely, or with others, resulting from the performance of Consulting Services pursuant to this Agreement are the property of Institution, and Consultant agrees to assign all rights therein to Institution. Consultant further agrees to provide Institution with any assistance which Institution may require to obtain patents or copyright registrations, including the execution of any documents submitted by Institution.

6.2 Consultant shall provide copies of a written report within days after the completion of the Consulting Services required by this Agreement; also the parties agree that the report was specifically ordered and commissioned by Institution, and is a work for hire as such term is used and defined in the Copyright Act. Accordingly, Institution shall be considered the author thereof, and the sole and exclusive owner throughout the world forever of all rights existing therein, including all manuscripts, reports, sketches, drafts, notes, maps, memoranda, etc., relating to the work, and all revisions, editions, and versions thereof in all languages, forms, and in media now or hereafter known and developed.

6.3 This provision shall survive expiration and termination of this Agreement.

Revised 2/15/07
7.0  Suspension or Termination of Contract.

Institution reserves the right to suspend indefinitely or terminate the contract and the Consulting Services to be rendered by Consultant upon oral or written notice to Consultant for any reason upon ___ days' notice. In the event of termination prior to completion of all work described in Section 1.0, the amount of the total fee to be paid Consultant shall be determined by Institution on the basis of the portion of the total work actually completed up to the time of such termination.

8.0  Insurance. [Optional - Depending on Service/See Risk Manager]

Consultant shall at its own expense obtain and maintain public liability insurance against personal bodily injury in the sum of not less than _______ dollars ($_______) and against property damage in the amount of not less than _______ dollars ($_______) with bodily injury and property damage liability insurance in the amount of not less than _______ dollars ($_______) for each person for bodily liability and _______ dollars ($_______) each occurrence for property damage liability to cover such liability caused by, or arising out of, activities of Consultant and its agents, and/or employees while in engaged in preparing for, the Consulting work, or such other insurance that is required by Institution, and shall furnish to Sponsor certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.

9.0  Dispute Resolution.

Any controversy, claim, or dispute arising out of or relating to this Agreement or the breach thereof, shall be first resolved in an informal manner at the Contract Manager level, then at the Vice President level or by an alternative form of non-binding dispute resolution, such as mediation. If necessary, a neutral third party mediator shall be mutually selected by the parties and such costs shall be shared equally by both parties. If such efforts are unsuccessful, the parties may exercise any remedy available in law or equity.

10.0  Indemnification and Hold Harmless.

10.1 Consultant agrees that any personal injury to Consultant or third parties or any property damage incurred in the course of performance of the Consulting Services shall be the responsibility of Consultant.

10.2 Consultant agrees to indemnify Institution, its governing board, officers, employees, agents, and students from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney’s fees, which may arise out of Consultant’s performance of the Consulting Services, except to the extent such causes are caused by the sole fault or negligence of Institution.
11.0 Notice.

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Institution:

________________________________________

________________________________________

Dept. Budget Account Code: __________________________

To Consultant:

________________________________________

________________________________________

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

12.0 Entire Agreement; Modification.

This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended except by an agreement signed by Consultant and an authorized representative of Institution. This Agreement may be simultaneously executed in several identical counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

13.0 Severability.

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

14.0 Governing Law; Forum.

This Agreement shall be governed by and construed under the laws of the State of Florida, in Leon County, which shall be the forum for any lawsuit between the parties arising from or incident to this Agreement.

15.0 Paragraph Headings.
The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement

16.0 Non-Waiver.

The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of any subsequent breach either of the same provision or otherwise.

17.0 Assignment.

Consultant may not assign the rights or obligations under this Agreement without Institution's prior written consent.

18.0 Unilateral Cancellation:

This Agreement may be unilaterally cancelled by the Institution for the refusal by Consultant to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement.

19. Nondiscrimination:

Consultant agrees not to discriminate on the basis of race, religion, color, age, disability, sex, marital status, national origin, veteran status and sexual harassment in its operation, management and employment practices and with respect to availability and accessibility of products and/or product services to the public. Consultant agrees to comply with the all-applicable laws of Florida and of the United States of America regarding such nondiscrimination and equality of opportunity.

20. Employment of Unauthorized Persons:

The employment of unauthorized aliens by any contractor is considered a violation of Section 274(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.


All service providers shall implement and maintain adequate safeguards to comply with FTC rules (16 CFR Part 314) and University policies regarding the safeguarding of customer information.

22. Taxes:

Institution is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes. Consultant shall pay all personal property taxes on leased equipment and all taxes based upon net income.

Revised 2/15/07
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the _____ day of __________, 20__.

INSTITUTION:  
[Institution Name]  

by ____________________________  
(Signature)  

_____________________________  
(Printed Name)  

_____________________________  
(Title)  

CONSULTANT  
[Consultant Name]  

by ____________________________  
(Signature)  

_____________________________  
(Printed Name)  

_____________________________  
(Title)  

INSTITUTION:  
[Institution Name]  

by ____________________________  

_____________________________  
(Printed Name)  

_____________________________  
(Title)  

Revised 2/15/07