



University of Miami Consulting Agreements Process

The UM Purchasing Department oversees various types of procurement contracts and has the authority to sign contracts up to \$500,000 for goods and services. Every university department that requires an outside service should route a purchase requisition form to Purchasing, which will issue a Purchase Order and execute the contract. Each outside contractor must sign an agreement drafted by the department

For your convenience we have added the following to this form:

- The ability to fill it out by typing in the spaces provided
- Steps and Responsibilities in the Consulting Agreements Process
- Hyperlinks at various portions to 'Frequently Asked Questions' to guide you through the process, as well as hyperlinks to examples of previous consulting agreements which were filled out correctly.
- Instructions for consultants and UM departments.

If at any time you have any questions please call (305) 284-5751 so that we can help you and expedite the process as much as possible.

Steps and Responsibilities for Consulting Agreements Process

Please call (305) 284-5751 should you have any questions

Department initiates contact with a vendor	UM department
Department Downloads consulting agreement from the web	UM Department
Agree with vendor on the filled-in areas	UM Department/Consultant (scope of work)
Fill out the contract and send to vendor	UM Department
Vendor signs contract and returns to UM Purchasing	Vendor
UM Purchasing verifies all information and approves consultant	UM Purchasing

Requisition #

**UNIVERSITY OF MIAMI
CONSULTING/ SERVICE AGREEMENT**

THIS AGREEMENT made this [] day of [] 20[] by and between the University of Miami located in Coral Gables, Florida, 33146, hereinafter referred to as the University and [] 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/it is ready, willing and able to perform such professional services; NOW THEREFORE, the parties mutually agree as follows:

ARTICLE I. SCOPE OF WORK

[FAQ's on Scope of Work](#)

A. General Objectives (desired end result):

B. Specific Objectives and Tasks (detail list of service and Deliverables, in chronological steps, if possible):

ARTICLE II. AGREEMENT PERIOD.

This Agreement shall commence on [] and terminate on []

The University reserves the right to alter the starting and ending dates according to the needs of the University.

ARTICLE III COMPENSATION.

[FAQ's on Compensation](#)

A. The University will pay fees to the Consultant for all services performed and Deliverables to be provided hereunder on the following basis.

B. The Consultant will be compensated for additional services not specified in this Agreement only if approved in advance in writing by the University as an addendum to this Agreement

C. Payment will be made only upon submission of detailed invoices, and/or University approved original receipts. The invoice must show the consultant's taxpayer identification number (Social Security number or Employer Identification number) in accordance with requirements of the Internal Revenue Service. Invoices shall contain or be attached to documentation that is satisfactory to the University. Reporting requirements (Article IV) must be met before payment will be made.

ARTICLE IV. REPORTING.

[FAQ's on Reporting](#)

In reporting the services performed hereunder, the Consultant shall report to:

On Reports shall consist of:

ARTICLE V. 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 other parties without express approval in writing from the authorized representative of the University. The Consultant agrees that it will not photograph or video/audio tape any portion of the University, its trustees, officers, employees, and students without the express written consent of the University in addition to all other consents required by law. The Consultant further agrees that any such material furnished to him by the University will be returned to the University at its request or upon termination of this Agreement.

ARTICLE VI. COPYRIGHTS.

[FAQ's on Copyrights](#)

To the extent permitted by law, the work created hereunder is a work made for hire, and all rights to it belong to the University. To the extent that the work created is not a work made for hire, as permitted by the law, all rights in the work are assigned to the University. The Consultant agrees that all papers, documents, writings or other tangible materials or work product produced by the Consultant under this Agreement shall be the sole property of the University. The University shall own the worldwide copyright rights and any other proprietary rights in and to all such work. Possession shall be transferred to the University at the termination of performance of services under this Agreement or at the University's earlier request. Any reports, information, data, workproduct, etc., given to or prepared by or on behalf of the Consultant under this Agreement shall not be made available to any individual or organization by the Consultant without prior written approval of the University.

ARTICLE VII. PATENT RIGHTS.

The Consultant agrees that any discovery or invention, whether or not subject to patent, developed as a direct result of work done under this Agreement, shall be the sole property of the University and the University shall have the exclusive right to any patent application, patent pending or derived there from. Consultant further agrees to report promptly in writing to the University any discovery or invention.

ARTICLE VIII. INFRINGEMENT INDEMNITY.

Consultant agrees to indemnify University, its trustees, officers, agents, servants, Faculty, Students, employees and representatives against liability of any kind (including costs and expenses incurred) for the use of any work product, invention or discovery, or for the infringement of any patent, copyright, trademark, trade secret or any other intellectual property rights arising from the University's use or disposition thereof, occurring in the performance of this Agreement, or otherwise arising by reason of disposal by or for the account of Consultant of items manufactured or supplied under this Agreement. Consultant agrees that it shall have no right, title or interest in and to any product or processes which Consultant, alone or with others, may develop while performing services under this Agreement. Consultant hereby transfers any and all rights which he or she may have or acquire in and to any such invention, patent, copyright or other product, process or information to the University and agrees to execute any and all documents requested by the University in accordance with this provision.

ARTICLE IX. EXAMINATION OF RECORDS AND CONSULTANT'S PROGRESS

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

ARTICLE X. INTEREST OF CONSULTANT

The Consultant covenants that it presently has no interest direct or indirect which would conflict in any manner or degree with the performance of its services hereunder and that it shall not employ any person having such conflicting interests in the performance of the Agreement. Consultant further covenants that Consultant, and any person employed by Consultant in the performance of this Agreement, shall comply with the University of Miami Conflict of Interest Policy.

ARTICLE XI. PUBLICITY/USE OF NAME

It is also agreed that no advertising publicity matter having or containing any reference to the University of Miami or in which the name is mentioned, shall be used nor shall any other use of the University's or its faculty or employees names, logos, or trademarks be made by the Consultant or anyone on the Consultant's behalf unless and until the same shall have first been submitted to and received the written approval of an authorized representative of the University.

ARTICLE XII. 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 any contract obligation. Upon receipt of such notice, the Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to the University all data, reports, summaries, and such other information and materials as may have been prepared for and/or accumulated by the Consultant in performing this Agreement, whether completed or in progress.

ARTICLE XIII. CHANGES

The University may, from time to time require 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 XIV. ASSIGNABILITY

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the University thereto; provided, however that claims for money due or to become due to Consultant from the University under this Agreement may be assigned by a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the University.

ARTICLE XV. CONSULTANT'S RELEASE AND INDEMNIFICATION OF LIABILITY

University shall not be liable or responsible for any accident, loss assault, battery, defamation, false arrest, false imprisonment, invasion of privacy, violation of any third party and/or celebrity's right of publicity, intentional or negligent infliction of emotional distress, injury (including death), or damages to persons and/or property arising out of and/or resulting from Consultant's performance of the work, and the Consultant shall hold harmless, release and fully indemnify and defend University from and against same. In addition to the liability imposed by law on the Consultant for damage or injury (including death), to persons or property by reason of negligence of the Consultant or his/hers/its agents, which liability is not impaired or otherwise affected hereby, the Consultant hereby assumes liability for and agrees to save University harmless and indemnify it for every expense, liability or payment by reason of: (1) any damage or injury (including death) to persons or property suffered in whole or in part or claimed to have been suffered through any act or omission of the Consultant or any of his/hers/its agents or anyone directly or indirectly employed by either of them; (2) from the conditions of the premises or any part of the premises while in control of the Consultant or any of his /hers/its agents or anyone directly or indirectly employed by either of them, or; (3) arising in any way from the work or workproduct called for by this order and/or University's use thereof.

ARTICLE XVI. CONSULTANT'S CERTIFICATIONS, LICENSES AND PERMITS

Consultant represents and warrants that Consultant and any of his/her/its agents, or anyone directly or indirectly employed by either, has and/or will obtain and maintain in force and effect throughout the term of this Agreement, any and all certificates, licenses and/or permits necessary for Consultant to fulfill its obligations herein or required by any applicable federal, state or local law, regulation or ordinance or any professional organization.

ARTICLE XVII. FUND RAISING ACTIVITIES

In the event that this Agreement covers fund raising activities the following conditions shall apply:

- A. All funds collected on behalf of the University will be donated in the name of the University of Miami and all checks must be made out to the University of Miami and all funds turned over to the University within seven (7) working days upon receipt of the funds by the Consultant.
- B. The University reserves the right to accept or refuse any gifts. The Consultant will notify the University's representatives of such type of gift and the final approval will be made by the University.

ARTICLE XVIII. WAIVER OF DEFAULT

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

ARTICLE XIX. TAXES

Consultant shall pay all contributions, taxes, and premiums payable under Federal, State, and local laws upon the payroll of employees engaged in the performance of work under this Agreement, and all sales, use excise, transportation, privilege, occupational, and other taxes applicable to materials and supplies furnished or work performed hereunder and shall save University harmless from and indemnify the University for liability for any such contributions, premiums, and taxes.

The University is tax exempt and shall provide a certificate of such tax-exempt status upon written request by VENDOR.

ARTICLE XX. OTHER APPLICABLE LAWS

Any provisions required to be included in a contract of this type by any applicable and valid Federal, State or local law, ordinance, rule, or regulation shall be deemed to be incorporated herein. This Agreement shall

be governed by Florida law and disputes arising hereunder shall be subject to the jurisdiction and venue of the state federal courts residing in Miami-Dade County, Florida.

ARTICLE XXI. INSURANCE

[FAQ's on Insurance](#)

Consultant agrees to purchase and maintain during the term of this Agreement a policy of comprehensive general liability endorsed to include personal injury and contractual liability as well as a policy of auto liability. Consultant agrees for each of these coverages to maintain terms and limits acceptable to the University's Director of Risk Management. Further, the Consultant agrees to purchase and maintain professional liability, errors and omission, and worker's compensation insurance, if applicable with terms and limits acceptable to the University's Director of Risk Management. All such policies shall name the University as additional insured. Copies of all such policies shall be forwarded to and approved by the University's Director of Risk Management prior to the start date of any services provided herein.

ARTICLE XXII. AFFIRMATIVE ACTION

Consultant agrees to adhere to the principles and requirements set forth in all state, federal and local laws including those pertaining to non-discrimination, such as the equal opportunity clause contained in section 202 of Executive Order 11246. Consultant specifically agrees to comply with the following EEO clauses that are here by incorporated by reference: 41 CFR 60-1.4; 41 CFR 60-250.4 and 41 CFR 60-741.4. Consultant further agrees by entering into this Agreement to maintain employment policies and practices that affirmatively promote equality of opportunity for minority-group persons and women; to take affirmative steps to hire and promote women and minority-group persons at all job levels and in all aspects of employment, with outside recruiting services and the minority community at large; and provide non-segregated facilities for all employees. Consultant further agrees to obtain a similar Agreement in the event Consultant engages any subcontractors or other consultants in the performance of this Agreement.

ARTICLE XXIII. AGREEMENT VALIDITY

This Agreement does not constitute a valid Agreement until signed by either the Associate Vice President for Business Services, or Director of University Purchasing or their designee.

ARTICLE XXIV. CONFLICT OF TERMS

In the event of any conflict between this consulting Agreement and other documents that may be part of this Agreement, the language of this Agreement shall govern.

ARTICLE XXV. JUSTIFICATION

Consultant covenants that the fees contained in Article III Compensation are fair and reasonable, predicated on other fees that the Consultant has charged for similar work in the past. Consultant agrees to provide to the University upon request a summary of fees charged for the previous twelve (12) months with synopsis of type/scope of work performed.

ARTICLE XXVI. BONDING

The Consultant will provide the University with an appropriate indemnity bond (performance and payment) naming the University as the beneficiary of the bond in the amount of \$

ARTICLE XXVII. DEBARMENT

Consultant represents and warrants that Consultant (or anyone with a direct or indirect ownership control interest) has never been (1) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) excluded from participation in any federal health care program, including Medicare and Medicaid. Manger is required to immediately notify the University if any of the foregoing conditions occur. Furthermore, the University reserves the right to terminate this Agreement immediately upon notification by Consultant, or discovery by the University that any of the foregoing conditions occurred.

ARTICLE XXVIII EXCLUDED PARTIES LIST

Under penalties of perjury, vendor certifies that it is not a debarred, suspended, or ineligible party as defined in the rules implementing Executive Order 12549 and agrees to notify immediately if it placed on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

ARTICLE XXIX. PROTECTED HEALTH INFORMATION

[FAQ's on HIPPA](#)

To the extent Consultant will have or be given access to Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as part of performing services hereunder, Consultant will be deemed a Business Associate of University for purposes of this Agreement and will comply with all requirements of a Business Associate under HIPAA and/or any Addendum to this Agreement which University may provide, including without limitation executing University's Business Associate Agreement.

The Persons signing below represent and warrant that they have full authority to bind the parties they represent.

Consultant

Address:

By: Title:

Signature: Date:

University of Miami

Coral Gables, Florida 33124-1432

By: Title:

Signature: Date:

Purchaser Order #

Execution of this Agreement by the University: Insurance Binder letters or Certificates of Insurance must be sent to the office of Risk Management at least two (2) weeks prior to the execution of the Agreement. Work shall not commence prior to obtaining a fully executed copy of this Agreement.