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| Consultant _____ | Principal Investigator or Other _____ |
| Consultant SS No. (or Tax ID No.) _____ | Employee Requiring Service _____ |
| Street Address _____ | University Account Number _____ |
| City, State, Zip _____ | Department _____ |
| | Sponsoring Agency, if applicable _____ |
| | Term of Agreement _____ |

This standard agreement may be used for engaging individuals, corporations, and non-corporate entities who provide consulting and other professional services (hereinafter referred to collectively as "consultants") to the University in accordance with Policy 3210 in the *Treasurer's Office Manual*. This agreement may be used for consulting arrangements of any amount, although additional documents are required for certain consulting agreements, as specified in the next paragraph. Completion and execution of this agreement, or of another written agreement specifying all of the information and containing all of the representations, terms and conditions of this standard agreement, is required for all consulting arrangements with total anticipated payments in excess of \$5,000 in any fiscal year. Refer to Procedure 407 of the *Office Procedures Manual* for the required approvals and other instructions in completing an agreement and other accompanying documentation.

Other Required Documents - Purchase Orders are required for consulting and other professional services agreements with total anticipated payments in excess of \$25,000. A competitive bid or Single/Sole Source Justification Form is required for consulting agreements with payments in excess of \$5,000. A completed W-9 Form must be obtained from external consultants who render services in excess of \$600 during a calendar year.

1) **Funding**

If Federal or other funds will be used for payment, is prior approval from the agency or other sponsor required?

Yes _____ No _____

If yes, attach copy of approval as Exhibit A. All requests for agency approval must be reviewed by and countersigned by the Office of Grant and Contract Administration before being submitted to the agency.

2) **Project Description**

Attach as Exhibit B an explanation of the nature of services to be rendered, including place of work, equipment provided, and purpose to be accomplished. If any written work or other products are to be produced by Consultant, specify these items, the schedule for their production, and the means, if any, by which University will review the work product prior to its final production.

3) **Independent Contractor**

Review Office Procedure 406 to ensure that Consultant will be an independent contractor (and not an employee) of the University. If Consultant satisfies the criteria for being an employee, this form may not be used to engage Consultant's services. If there is any question about the Consultant's employment status, contact the Tax Manager in the Controller's Office. If Consultant satisfies the criteria for being an independent contractor, initial the form at this point and complete the rest of the items herein. *Initials:* _____

4) **Representations**

- a. The Consultant is not an employee or post-doctoral fellow of Yale University.
- b. The estimated fee is appropriate considering the qualifications of the Consultant, his or her normal fees, and the nature of the services to be provided.
- c. The Consultant has no family relationship or business affiliation with the University Principal Investigator or other employee.
- d. Federal funds are not being used to pay the fees of a full-time Federal employee.
- e. Neither the owner nor employee is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- f. Except as specifically authorized in writing by Yale, information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall be used only in connection with services provided to Yale and shall be the exclusive property of Yale.
- g. Services to be provided are essential and cannot be provided by persons receiving salary support from Yale in the area of responsibility.
- h. A selection process has been employed in accordance with University policy to secure the most qualified individual available, considering the nature and extent of services required. A competitive bid, Single/Sole Source Justification Form or other description of the selection process and explanation of the basis for selection is attached as Exhibit C.
- i. Where required, prior approval from the sponsoring agency has been obtained. Attach approval as Exhibit A.

5) **Equal Opportunity**

Affirmative action programs of the University and applicable Federal regulations are binding on the Consultant.

6) **Compensation**

The Consultant will be paid at the rate of \$_____ per day/hour (circle one)
 Other (Specify) _____ not to exceed \$_____

If payment of some or all of consideration is dependent upon the production of a work product, describe the schedule of payments and how payments are linked to the work product. Direct payments to third parties for their transportation and subsistence are the responsibility of the Consultant. Indicate if these costs are given consideration in establishing the Consultant fee.

Yes _____ No _____

Yale University Standard Professional Services Agreement

7) Expenses

In addition to compensation, the consultant will be reimbursed for

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| Travel from _____ to _____ | for a sum of \$ _____ |
| Subsistence at \$ _____ per day for _____ days | for a sum of \$ _____ |
| Other (specify) _____ | for a sum of \$ _____ |
| | Total: \$ _____ |

8) Billing

Invoices are to be substantiated with reasonable documentation, including original papers and receipts, and are to be submitted *monthly/ Other* (Specify) _____

9) Terms and Conditions

The parties to this agreement are Yale University and the Consultant identified on page 1 and on the signature line on this page 2. Any terms and conditions not at variance with those below may be attached as an addendum and must be signed by the Consultant and an authorized representative of the University as defined in Procedure 407.

In performing services and accepting payment under this Agreement, Consultant is deemed an Independent Consultant and shall not act as nor be considered an agent or employee of Yale University. There shall be no:

- a. Withholding of any state or Federal taxes or assessment by Yale unless such withholding is required in accordance with nonresident alien taxation laws or backup withholding procedures. An IRS Form 1099 shall be issued in Consultant's name for total payments made.
- b. Participation in or contribution to any group insurance plans, retirement plans, or any other benefits which may be available to Yale employees.
- c. Accumulation of vacation time or sick leave or compensation for holidays occurring during the term of this Agreement.
- d. Workers Compensation, Temporary Disability or Unemployment Compensation coverage.

Consultant shall observe and abide by all applicable laws and regulations, including but not limited to those of Yale relative to conduct on its premises.

Consultant agrees that any intellectual property developed under this agreement will be owned by Yale University. Consultant will take all steps necessary to assign intellectual property to Yale and will execute all legal documentation to obtain protection of the intellectual property.

Consultant shall notify Yale promptly of any expected delay in performance of services. Consultant shall not be liable for delays in performance beyond its reasonable control.

Services are not expected to exceed six months and may be terminated by either party at any time upon thirty (30) days written notice.

Yale may, at any time and through a written Amendment to this Agreement signed by a duly authorized representative, make changes within the scope of work or period of performance of this Agreement. Changes in the term of payment shall be negotiated as appropriate. No additional payment for extra services performed shall be made unless performed pursuant to a fully executed Amendment.

Consultant agrees to indemnify and hold harmless Yale from any claim, damage, liability, injury, expense, or loss arising out of Consultant's performance under this Agreement.

Consultant shall, at its sole expense, purchase and maintain the following insurance:

- a. Comprehensive General Liability insurance against all claims of bodily injury, death, or property damage with a combined single limit of \$1,000,000 each occurrence and \$1,000,000 aggregate.
- b. Workers' Compensation with statutory limits.
- c. Comprehensive automobile liability, if applicable, with limits of \$1,000,000 each person, \$1,000,000 each occurrence.

I agree to be bound by the terms and conditions of this Agreement and certify that Representations 4.a through 4.f are correct.

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| Consultant | Date |
| <i>I certify that all Representations are correct.</i> | |
| Employee Requiring Service | Date |
| Dean, Chair, or Major Department Head <i>Other Required Authorizers</i> | Date |
| Director of the Office of Grant and Contract Administration (for agreements above \$25,000 funded by Grants and Contracts) | Date |
| Associate Vice President for Finance (for agreements between \$25,000 and \$100,000 funded by Non-Grant and Contract Funds) | Date |
| Vice President for Finance and Administration (for all agreements over \$100,000) | Date |