

**FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY  
INSTRUCTIONS TO COMPLETE THE CONSULTING SERVICES AGREEMENT**

1. **If you are procuring services, other than Consulting Services, delete the word “Consulting” in the title of the form.**
2. **Complete all the areas in blue.**
3. **Change the font to black, after you complete all the information.**
4. **Refer the Agreement to the Payee for signature.**
5. **The PI must sign the Agreement after it is signed by the Payee.**
6. **If the beginning date of the Agreement is before the date the Agreement is prepared, then an After-the-Fact Form must be completed.**
7. **If the amount of the Agreement is in excess of \$25,000, a Sponsored Research Purchase Exemption Form must be completed.**
8. **A requisition must be completed.**
9. **Refer the Agreement, along with the required forms to the Office of Sponsored Research.**

**If you have any questions, please call us at 599-3531.**

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY  
CONSULTING SERVICES AGREEMENT

Contract Number

The Florida Agricultural and Mechanical University (FAMU), acting for and on behalf of the FAMU Board of Trustees, a public corporation of the State of Florida (UNIVERSITY), and \_\_\_\_\_  
\_\_\_\_\_  
(PAYEE), agree:

I. The PAYEE is an independent contractor pursuant to Florida Law (not an employee, partner or joint venturer of University) and assumes full responsibility for completion of the services stipulated below and compliance with the University’s Standard Terms and Conditions contained in the Section entitled “Other Personal Services Contract – Standard Contact Terms and Conditions”.

Include in this section information about the services that are going to be provided by the Payee. Be very specific.

II. The PAYEE shall commence performance of the terms of this AGREEMENT no earlier than the \_\_\_ day of \_\_\_\_\_, 200\_\_, or the date of this AGREEMENT is executed by all parties, whichever is later, and complete performance of the services to the satisfaction of the UNIVERSITY no later than the \_\_\_ day of \_\_\_\_\_, 200\_\_.

III. The total amount of this AGREEMENT is not to exceed \$ \_\_\_\_\_ and payment is to be made as follows:

Include in this section information about the payments per deliverable. For example you can use the following format:

Deliverable #1:

Explain the deliverable or make reference to the deliverable indicated in Section #I, above:

Indicate the Amount to be Paid for the Deliverable:

Indicate the Due Date, if any, of the Deliverable:

Deliverable #2:

Explain the deliverable or make reference to the deliverable indicated in Section #I, above:

Indicate the Amount to be Paid for the Deliverable:

Indicate the Due Date, if any, of the Deliverable:

IV. All notices will be submitted to the University and Payee as follows:

PAYEE:

UNIVERSITY:

\_\_\_\_\_   
PAYEE’S NAME

\_\_\_\_\_   
PRINCIPAL INVESTIGATOR NAME

\_\_\_\_\_   
MAILING ADDRESS

\_\_\_\_\_   
DEPARTMENT/OFFICE/DIVISION

\_\_\_\_\_   
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
Federal, I.D. or Social Security No. (REQUIRED)

\_\_\_\_\_  
PROJECT NO. (REQUIRED)

V. This Agreement contains additional contractual provisions or attachments YES \_\_\_ NO \_\_\_  
Such attachments are: \_\_\_\_\_

This Agreement between the University and the Payee is entered into on the \_\_\_\_ day of \_\_\_\_\_, 200\_.

NOTE: CONTRACTOR WILL SIGN THIS AGREEMENT FIRST

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**STAFF COORDINATION**

\_\_\_\_\_  
PRINCIPAL INVESTIGATOR DATE ADDITIONAL COORDINATION IF NEEDED DATE

\_\_\_\_\_  
DR. KEITH JACKSON - VICE PRESIDENT FOR RESEARCH DATE

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**SIGNATORIES TO AGREEMENT**

\_\_\_\_\_  
CONTRACTOR NAME AND TITLE DATE

\_\_\_\_\_  
ADDITIONAL SIGNATURE IF APPLICABLE AND TITLE DATE

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**PURCHASING COORDINATION**

\_\_\_\_\_  
PURCHASING DIRECTOR DATE COMPLIANCE YES \_\_\_ NO \_\_\_

Bid/RFP ( ) Emergency ( ) Exempt ( ) Sole Source ( ) Sponsored Research ( ) Other ( )

Comments \_\_\_\_\_

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**LEGAL COORDINATION**

\_\_\_\_\_  
UNIVERSITY LEGAL COUNSEL DATE

**FLORIDA AGRICULTURAL & MECHANICAL UNIVERSITY  
CONSULTING SERVICES CONTRACT  
STANDARD TERMS AND CONDITIONS**

Payments will be made in accordance with the University's Prompt Payment Policy and interest for a delay in payment by the University will be made as provided Section 55.03, Florida Statutes (F.S.).

CONSULTANT shall deliver to the UNIVERSITY on at least a regular basis, an invoice and a written report to the UNIVERSITY reporting the services performed or progress made toward completion of the CONSULTANT'S obligation during the immediately preceding period. Bills and invoices for fees or other compensation for services or expenses shall be submitted to the Contract Manager in detail sufficient for a proper preaudit and postaudit thereof. Payment will be tendered only for services or the portion of services completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission. No payment can be made without an invoice first being received by the UNIVERSITY. Travel expenses specifically included in this AGREEMENT must be in accordance with, and submitted in compliance with s.112.061, F.S. As appropriate, CONSULTANT shall pay all personal property taxes on leased equipment and all taxes based upon net income. The State of Florida and UNIVERSITY's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

As provided in F.S. 287.132-133 by entering into this Agreement or performing any work in furtherance hereof, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform 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 preceding the date hereof. Consultant agrees to comply with the provisions of Sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the State Legislature or a state agency.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in s.946.15(2), (4), F.S., and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. The CONSULTANT shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S., and made or received by the CONSULTANT, in conjunction with this AGREEMENT. Refusal by the CONSULTANT to allow such public access shall be grounds for unilateral cancellation of this AGREEMENT by the UNIVERSITY.

Each party assumes the risk of personal injury and property damage attributable to the negligent or wrongful acts or commissions of that party and its officers, employees and agents in the event that either party is required to obtain any permit, license, or authorization as a prerequisite to performing its obligations under this contract, the cost shall be borne by the party required to obtain the permit, license or authorization. This provision is construed to be consistent with the State's waiver of sovereign immunity pursuant to Section 786.28, F.S.

This AGREEMENT shall be subject to cancellation by the UNIVERSITY upon 30 days written notice without penalty. The UNIVERSITY shall be liable only for payment of services satisfactorily rendered from the date of commencement until the effective cancellation date. In case of breach of contract, this AGREEMENT can be cancelled by UNIVERSITY by giving the CONSULTANT 24 hours notice. No default, delay or failure to perform on the part of the parties shall be chargeable hereunder if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts, or inaction of governmental authorities; epidemics; war; embargoes, fire; earthquakes; acts of God; default of common carrier.

Any amendments, alterations or modifications to this AGREEMENT must be signed or initialed and approved by all signatories to this AGREEMENT. The validity, construction, and effect of this contract shall be governed by the laws of the State of Florida. Venue for any litigation arising out of or in connection with this Agreement shall be in Leon County, Florida. The UNIVERSITY, a public corporation of the State of Florida, is entitled to the benefits of sovereign immunity including immunities from taxation.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Waiver by either party of any breach is not to be deemed a waiver of subsequent breach of the same or any other covenant. Under no circumstances shall the CONSULTANT assign to a third party and right or obligation of CONSULTANT, pursuant to this contract without prior written consent of the University.

If CONSULTANT is, or during the term of this AGREEMENT becomes, an individual on the payroll of the State of Florida or University, CONSULTANT represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.

This AGREEMENT was issued for the convenience of the UNIVERSITY and it is not anticipated that it shall be renewed for the specific services contained therein. However, if there is a demonstrated need, the AGREEMENT can be renewed on a yearly basis for a maximum of 2 years after this initial contract PROVIDED:

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