

## CONSULTING AGREEMENT (FEDERAL FUNDS)

This Consulting Agreement (hereinafter the "Agreement") is made and entered into by and between MOREHOUSE COLLEGE (hereinafter "the College" or "MOREHOUSE") and the Individual named herein below (hereinafter "the Consultant"), agree to the terms set forth below (MOREHOUSE and the Consultant may hereinafter be collectively referred to as "the Parties"):

<b>INDIVIDUAL/COMPANY NAME:</b>	
<b>CONTACT PERSON (IF COMPANY):</b>	
<b>ADDRESS:</b>	
<b>PHONE:</b>	<b>EMAIL:</b>
<b>GRANT NAME:</b>	<b>GRANT NUMBER:</b>
<b>GRANTING AGENCY:</b>	

### WITNESSETH:

WHEREAS, subject to the terms and conditions hereof, Consultant and the College desire to enter into a Consulting Agreement pursuant to which Consultant will consult with the College to provide services in connection with the above-identified grant on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

#### Section 1. Engagement.

(a) General. The College hereby engages Consultant, and Consultant hereby accepts the engagement to services to the College, as an independent contractor, subject to the terms and conditions of this Agreement, and any applicable federal laws pertaining to the above-identified Grant or Granting Agency.

(b) Consulting Services. In exchange for the payments set forth in Section 3 hereof, Consultant shall provide to the College only the consulting services ("the Services") that shall be mutually agreed to by Consultant and MOREHOUSE, including:

1. [list services].

#### Section 2. Term.

The consulting relationship between Consultant and the College under this Agreement shall commence on the date this Agreement is executed by both Parties hereto and shall remain in force for an [insert period of engagement – can be a maximum of twelve (12) months] unless earlier terminated as provided in Section 7 of this Agreement (the "Term").

#### Section 3. Payments.

During the Term of this Agreement, the College agrees to pay Consultant \$ [insert amount, including if based on a per month/per quarter basis], with each payment being due and payable within forty-five days (45) of receipt by the College of a detailed and accurate invoice.

#### Section 4. Expenses.

The College, in accordance with such rules and practices as it may establish, shall pay or reimburse the Consultant for all reasonable and necessary business expenses incurred in connection with the performance by the Consultant of his/her responsibilities hereunder upon receipt of a proper invoice for said expenses and paid in accordance with Section 3. Such expenses shall only include reasonable and necessary out-of-pocket expenses which are pre-approved by the College in writing before such expenses are incurred.

#### Section 5. Termination

The College may terminate this Contract at any time upon ten (10) days written notice. However, if the Granting Agency terminates the underlying grant to the College prior to the project's end date, this Contract can be immediately terminated. In the event of termination, Consultant shall be reimbursed for all approved costs incurred prior to notice of termination in accordance with the terms of this Contract.

#### Section 6. Contractual Changes Resulting From Upper Tier Changes

This Contract is issued under the provisions set forth in the above-identified Grant. If said grant or award is amended and said amended causes this Contract to be inconsistent with or contrary to the grant or award, Consultant shall negotiation with the College in good faith upon such amendments.

#### Section 8. Federal Contract Provisions

This Contract is governed by the following provisions, which are incorporated by reference, as if fully set forth herein.

a. Equal Employment Opportunity – Seller agrees to comply with EO 11246 “Equal Employment Opportunity.” as amended by EO. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

b. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) – If this contract or subgrant is in excess of \$2000 for construction or repair Seller agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 74) as supplemented by Department of Labor regulations (29CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financial in Whole or in Part by Loans of “Grant from the United States”). The Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Seller and/or Buyer shall report all suspected or reported violations to the Federal awarding agency.

c. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) – If requested by Federal program legislation, and if this is a all construction contract awarded by the recipients and subrecipients of more than \$2000 Buyer agrees to comply with the Davis-Bacon Act (40 U.S.C.276a to a-7) and as supplemented by Department of Labor regulations (29CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted

Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

d. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) – Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers Seller agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission or intelligence.

e. Right to Interventions Made Under a Contract or Agreement – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights of Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

f. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If this contract is in excess of \$100,000 the seller agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

g. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – By acceptance of this contract Seller hereby certifies with respect to awards of \$100,000 or more, that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member for Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

h. Debarment and Suspension (E.O.s 12549 and 12689) – By acceptance of this contract Seller hereby certifies that Seller and principal employees are not listed on the General Services Administration’s List of Parties Excluded from Federal procurement in Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies,

and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

i. Drug Free Workplace Act (34 CFR Part 85, Subpart F) – By acceptance of this contract Seller hereby certifies that a drug free workplace will be maintained. This certification is a material representation of fact upon which reliance will be placed prior to award of the contract. False certification or violation of the certification shall be grounds for suspension or termination of award, or government-wide suspension or debarment (see CFR 34 Part 85, Section 85.615 and 85.620).

#### Section 6. General Terms and Conditions

The General Terms and Conditions that apply to all MOREHOUSE agreements, contracts and other written instruments for the provisions of services by independent contractors are hereby expressly incorporated and adopted into the terms of this Agreement. The most up-to-date version of the General Terms and Conditions is available, upon request, from the Office of General Counsel, and is also available at [www.morehouse.edu](http://www.morehouse.edu) on the General Counsel's webpage. Consultant is deemed to have received notice of the General Terms and Conditions, and expressly acknowledges that Consultant has reviewed said General Terms and expressly acknowledges the acceptance of said General Terms and Conditions, or any subsequent modifications or amendments.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date first above written.

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Consultant

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Date

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MOREHOUSE COLLEGE  
Dr. Alan F. Robertson  
Vice President of Business & Finance/CFO

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Date