

CONSULTING AGREEMENT TEMPLATE INSTRUCTION SHEET

Title

- Insert the name of the Consultant.

Section I, Introduction

- Insert the name of the Consultant and his/her address.

Section II, Description of Parties and Purpose.

- a. Insert a description of the applicable UDC Department or College that is receiving services under the Consulting Agreement.
- b. Insert a description of the Consultant partnering with UDC.

Section III, Fees and Scope of Services

- a. Describe the fees to be paid to Consultant for performance of the Services.
- b. If Consultant plans to disclose no pre-existing intellectual property, delete “Except as described below”.
- c. Have Consultant list any pre-existing IP contained in the deliverables which he/she wants to retain ownership over.
- d. Describe the Services to be performed.

Section IV, Term and Termination

NOTE: Because the start and end date of the term must be within the same fiscal year if there will be any funds expended by UDC, the default term begins on the Effective Date and expires at the end of the current fiscal year, September 30th.

- a. Insert the year of the next immediately following September 30th.
- b. Determine whether there will be any option years. This is unusual for consulting agreements, but there is a maximum of four option years. You may require at least one option year if the initial term is too short for completion of the contemplated consulting services.

Section X, Insurance

- Required insurance coverage should be reviewed with risk management or OGC to determine whether specific additional policies should be identified in the Consulting Agreement.

Section XII, Legal Notices

NOTE: Insert contact information for the person for each party designated to receive legal notices. These should be persons or positions with authority in the Party, who one can expect to recognize the gravity of, e.g., an allegation of breach or a request to terminate. Consider inserting the head of program, or Vice President above the relevant program.

- a. Insert name, address, email and phone number for the Consultant.
- b. Insert contact name, address, email and phone number for UDC's point person.

Section XVI, Legal Authority

- Insert the relevant DC Code that authorizes the activities under the Agreement – typically D.C. Official Code 38-1202.01(a)(2)¹

Section XVII, Fiscal Impact or Cost of Services

- Determine whether there is no cost associated with the Agreement or insert the actual dollar amount and the payment mechanism.

Signature Page

- Insert name of Consultant

***STANDARD CONTRACT LANGUAGE SHOULD NOT BE REVISED WITHOUT UDC OFFICE OF GENERAL COUNSEL APPROVAL. WHEN MAKING REVISIONS TO THIS TEMPLATE, TURN ON THE “MARK CHANGES” OR REDLINING FEATURE.**

¹ (a) There is established a body corporate by name of the Board of Trustees of the University of the District of Columbia, which by that name and style shall have perpetual succession. It shall be charged with the responsibility of governing the University of the District of Columbia and shall possess all the powers necessary or convenient to accomplish the objects and perform the duties authorized by this section, and §§ [38-1202.06](#) and [38-1204.03](#), including the power to: —

(2) Make contracts;