



## CONSULTANT, HONORARIUM AND SERVICE ECC 460 FORM

In order to protect the institution, all vendors or consultants doing business with or on behalf of the College, must enter into an agreement with us, **prior** to conducting any business. The *Agreement for Consulting Services* **MUST** be completed and submitted to the Purchasing Department, along with the “*Consultant Honorarium and Service Form (ECC 460)*.” Payment amounts that exceed **\$17,500.00** will be submitted to the College’s Board of Trustees for approval prior to payment and the rendering of service.

**Checklist:**

- Completed *Agreement for Consulting Services* signed by consultant.
- Current resume for consultant or company profile
- Completed and signed W9 or W8
- Invoice, if appropriate
- Completed Consultant Honorarium and Service Form (ECC 460).
- Purchase requisition entered in Banner.

**CONSULTANT NAME:** \_\_\_\_\_

**SERVICE(S) BEGIN:** \_\_\_\_\_ **SERVICE(S) END:** \_\_\_\_\_

**INDIVIDUAL TO WHOM CONSULTANT REPORTS TO:** \_\_\_\_\_

**INDIVIDUAL TO WHOM CONSULTANT REPORTS TO PHONE NUMBER:** \_\_\_\_\_

**TOTAL COST (\$)** \_\_\_\_\_

**PURCHASE REQUISITION NUMBER ENTERED IN BANNER:** \_\_\_\_\_

<b>*APPROVALS</b>		
<small>1.DEPARTMENT HEAD</small>	<small>SIGNATURE</small>	<small>DATE</small>
<small>2.AREA DEAN OR VICE PRESIDENT</small>	<small>SIGNATURE</small>	<small>DATE</small>

\*Finance will approve this contract in Banner.

The President will approve this contract by signing the Consultant Agreement.

# INSTRUCTIONS FOR COMPLETING “AGREEMENT FOR CONSULTING SERVICES”

In order to protect the institution, all vendors or consultants doing business with, or on behalf of, the College, must enter into an agreement with us, *prior* to conducting any business. The “*Agreement for Consulting Services*” MUST be completed and submitted to the Purchasing Department, along with the “*Consultant Honorarium and Service Form (ECC 460)*”.

The *Agreement for Consulting Services* is a fillable PDF document that can be completed using either Adobe Reader or Adobe Acrobat. The primary difference between the two programs is that Adobe Acrobat allows the end user to save the information typed into the form. Individuals using Adobe Reader will be prompted to click “Sign to fill out this form” in a purple bar at the top of the page. Please click sign and proceed to fill out the form. Print completed form and submit the hard copy to the Purchasing office.

- Please complete the fillable portions of this document, noting that an area highlighted in red is a required field.
- The consultant name must be listed on page 4 underneath the line for the consultant’s signature and Exhibit A must be thoroughly and clearly completed before the agreement leaves the General Counsel’s office to be forwarded to the President for signature, and then processed for payment.
- Payment amounts that exceed **\$17,500.00** will be submitted to the College’s Board of Trustees for approval prior to payment processing or the rendering of service.

## **AGREEMENT FOR CONSULTING SERVICES CHECKLIST**

- Completed “*Agreement for Consulting Services*” (signed by consultant)
- Current resume for consultant or company profile
- Completed and signed W9 or W8
- Invoice (if appropriate)
- Completed Consultant, Honorarium and Service Form (ECC 460)
- Purchase Requisition entered in Banner

## **AGREEMENT FOR CONSULTING SERVICES**

This Agreement is made between Essex County College located at 303 University Avenue, Newark, New Jersey 07102 an educational institution ("COLLEGE"), and \_\_\_\_\_, an independent contractor located at \_\_\_\_\_ ("CONSULTANT").

**Whereas**, the College desires to obtain the services of Consultant; and

**Whereas**, Consultant claims to have the expertise and experience to provide such services for College as set forth in Exhibit A, attached hereto and incorporated herein.

**Therefore**, in consideration of mutual covenants, conditions, and promises contained herein, College and Consultant agree as follows:

1. General Provisions:

- A. Consultant agrees to perform such professional services as set forth in Exhibit A ("CONSULTANT SCOPE OF WORK"), with the standard of professional care and skill customarily provided in the performance of such services, to the satisfaction of the College, during the term of this Agreement.
- B. Consultant shall communicate with the College's liaison overseeing the Consulting Services to discuss schedule flexibility, work location (such as work off-site), etc., and shall communicate regularly with the College's liaison concerning the progress of Consultant's work, through telephone calls, written correspondence, or email.
- C. College's liaison overseeing the Consulting Services provided under this Agreement is \_\_\_\_\_ (Name, Title) located at 303 University Avenue, Newark New Jersey 07102.
- D. College shall provide pertinent information to Consultant and shall answer all reasonable inquiries of consultant with respect to such information.

2. Payment for Services:

- A. College shall pay Consultant at the rate of \$\_\_\_\_\_ per hour, billable in 15-minute blocks, billed semi-monthly by Consultant, for a maximum of \_\_\_\_\_ total hours (not to exceed \$\_\_\_\_\_) of work by Consultant during the term of this Agreement.
- B. College must consent prior to Consultant's working in excess of the \_\_\_\_\_ hour maximum set forth in section 2A of this Agreement.

3. Term:

The Consulting Services to be provided under this Agreement shall commence on \_\_\_\_\_ and will end \_\_\_\_\_.

4. Consultant's Capacity and Responsibilities:

- A. It is expressly understood that Consultant is an independent contractor and not the agent, partner or employee of College. Consultant is not an employee of College and is not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise.
- B. Consultant shall not have the authority to enter into any contract or agreement to bind College and shall not represent to anyone that Consultant has such authority. Consultant shall not sign financial, tax or operational documents.
- C. Consultant represents and warrants to College that in performing the Consulting Services, Consultant will not be in breach of any agreement with a third party.

5. Confidentiality of Information:

- A. Consultant agrees to keep confidential and not disclose to third parties any information provided by College pursuant to this Agreement unless Consultant has received prior written consent of College to make such disclosure. This obligation of confidentiality does not extend to any information that:
  - i. Was in the possession of Consultant at the time of disclosure by College, directly or indirectly;
  - ii. Is or shall become, through no fault of Consultant, available to the general public; or
  - iii. Is independently developed and hereafter supplied to Consultant by a third party without restriction or disclosure.
- B. This provision shall survive expiration and termination of this Agreement.

6. Property Rights and Reports:

- A. Consultant agrees that any computer programs, software, documentation, creative work (including graphic design and written content), copyrightable work, discoveries, inventions, or improvements developed by Consultant solely or with others, resulting from the performance of Consulting Services pursuant to this Agreement are the property of College, and Consultant agrees to assign all rights therein to College. Consultant further agrees to provide College with any assistance which College may require to obtain patents or copyright registrations, including the execution of any documents submitted by College.
- B. This provision shall survive expiration and termination of this Agreement.

7. Assignment:

Consultant may not assign, transfer, convey, pledge, or otherwise dispose of its interest or delegate any part of its duties hereunder without the prior written consent of College.

8. Indemnification:

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the College, its Board of Trustees, and any agents and employees of it from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described herein.

9. Termination:

- A. Either party may at any time and for any reason terminate this Agreement upon not less than 7 days prior written notice to the other party.
- B. College may terminate this Agreement at any time for breach thereof by Consultant.

10. Coordination:

Consultant shall cooperate with such consultants, persons, or entities as College shall designate, from time to time, in connection with the services to be performed by Consultant hereunder; and, Consultant agrees to meet with such consultant and other persons or entities at such times as College may require in order to maintain a continuous review process so as to expedite determinations and approvals required to be made in the various phases of the performance of the work pursuant to this Agreement.

11. Notices:

Any notice, approval, consent, acceptance, request, bill, demand, or statement hereunder from either party to the other shall be in writing and shall be deemed given when deposited with the United States Postal Service in a postage pre-paid envelope sent regular mail or delivered by hand from one party to the other with an appropriate receipt obtained, addressed as follows:

If to the College, submitted to:  
Christine Soto, General Counsel  
Essex County College  
303 University Avenue  
Newark, New Jersey 07102  
ATTN: \_\_\_\_\_  
Title: \_\_\_\_\_

If to Consultant, submitted to:  
\_\_\_\_\_  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Captions or Headings:

The captions or headings of the various articles, paragraphs and subparagraphs contained in this Agreement are intended for convenience and for reference purposes only and in no way define, limit, or describe the scope or intent of this Agreement or in any way effect this Agreement.

13. Miscellaneous:

- A. If this Agreement contains any unlawful provisions not an essential part of the Agreement and which appear not to have been a controlling or material inducement to the making hereof, the same shall be deemed to be of no effect, and the same shall, upon the application of either party, be stricken from this Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provisions.
- B. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.
- C. It is expressly understood by the parties hereto that any dispute hereunder, unless settled by the parties, shall be resolved by legal action brought in the Superior Court of New Jersey, Essex County.
- D. This Agreement constitutes the entire agreement between the parties and incorporates all prior understandings in connection with the subject matter hereof. This Agreement may not be changed, waived or discharged except by an instrument in writing signed by the party against whom such change, waiver or discharge is sought to be enforced.

In Witness Whereof, the College and Consultant have executed this Agreement by and through their respective representatives as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
CHRISTINE A. SOTO, GENERAL COUNSEL  
OFFICE OF THE GENERAL COUNSEL

\_\_\_\_\_  
DATE

**ESSEX COUNTY COLLEGE**

\_\_\_\_\_  
DR. AUGUSTINE BOAKYE, PRESIDENT

\_\_\_\_\_  
DATE

**EXHIBIT A (Consultant Scope of Work)**

**Consultant Description (e.g. Grants Writer)\_\_\_\_\_**

Detailed description of the services to be performed, including location (attach additional sheets, if necessary).

Detailed list of deliverables (e.g., report, presentation, data analysis, drawings, etc.), including any milestones.

1. \_\_\_\_\_

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4. \_\_\_\_\_

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