

**DELAWARE STATE UNIVERSITY
CONSULTANT CONTRACT**

This **AGREEMENT** is made this ____ of _____ (month), _____ between Delaware State University, an Educational Corporation of the State of Delaware, with principal place of business located at 1200 N. DuPont Highway, Dover, DE 19901 (hereinafter called the "University") and _____, (hereinafter called the "Consultant"), an independent contractor, with principal place of business located at : _____
_____. The Consultant agree(s) to render services as described below in accordance with the following terms and conditions.

1. **CHARACTERISTICS OF EMPLOYMENT:** _____

2. **PRINCIPAL INVESTIGATOR:** _____ (Name)
_____ (Department)
_____ (Phone/FAX)

3. <u>COMPENSATION</u> is:	Fee/Honorarium	_____
<i>Budget to be charged:</i> _____	Lodging	_____
	Meals	_____
	Transportation	_____
	Other	_____
	TOTAL COMPENSATION	\$ _____

4. **PAYMENT:** All payments will be in form of a check issued by the University and will be payable _____ to Consultant as indicated above.

5. **INDEPENDENT CONTRACTOR:** The Consultant, its officers, agents and employees (if applicable), in the performance of this Contract shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the University. The Consultant agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the University. As such, the parties will each be responsible for their own acts of negligence as determined by law.

6. **LIABILITY:** The University is insured for liability protection. Such protection applies to the University and their employees only. Consultant and all other individuals and organizations shall provide their own insurance coverage including, but not limited to workers compensation coverage.

7. **APPLICABLE LAW:** This Contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Delaware.

8. **TERMINATION:** Either party may refuse or terminate the engagement due to violation of any law or regulation by the other Party, or any situation that the Party reasonably believes may be hazardous to any person or property.

9. **ENTIRE AGREEMENT AND NOTICE**

(a) This Contract and Purchase Order (if applicable) constitutes the entire agreement between the parties.

- (b) Any requirements that University comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by University, in writing by the persons listed below, in advance of the Contract execution or are made part of this Contract prior to the signing of the Contract by the University.
- (c) This Agreement may be modified or amended in writing signed by authorized signatories of the Consultant and University.

Notices required or permitted by this Agreement shall be deemed given when received if sent by recognized overnight courier or first class mail, postage prepaid, to the following address, or such other address as the party may specify by notice:

To University:
 General Counsel
 Delaware State University
 Administration Building
 1200 N. DuPont Highway
 Dover, DE 19901-2277

To CONSULTANT:

10. **NOTICE OF NO APPARENT AUTHORITY:** No one may legally bind Delaware State University to monetary or any other contract obligations unless duly authorized by the Vice President for Business and Finance or his/her designee. Contracts may only be transacted and executed through the University's Business and Finance Office. Any prior promises or obligatory statements, whether oral or written, which were made by an agent of the University not duly authorized to make such promises or obligatory statements, shall be deemed null and void. The University may only be bound by duly authorized contracts.

11. **EXECUTED CONTRACT SIGNATURE:** This Contract shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties. The parties have agreed to and executed this contract as of the dates indicated below:

ACCEPTED BY:
DELAWARE STATE UNIVERSITY

By: _____
Finance and Administration

Date: _____

ACCEPTED BY:
CONSULTANT NAME _____
 (Please Print)

Federal Tax ID or SSN#: _____

Signature: _____

Date: _____

Non-discrimination Statement:

In accordance with Federal/State civil rights laws, civil rights regulations and policies, the U.S. Federal Agencies, offices, and employees, and institutions participating in or administering Federal/State programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by any Federal or State agency (not all bases apply to all programs).