**CONSULTING CONTRACT**

This Contract is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between the Board of Regents of the University of Nebraska for and on behalf of the (College/Department/Center Name) at the University of Nebraska at Omaha (UNO), a public body corporate, hereinafter referred to as "the UNIVERSITY," and (NAME OF CONSULTANT), having a principal place of business at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "the CONSULTANT."

WHEREAS, the UNIVERSITY has received (grant/contract number/CFDA # \_\_\_\_\_), from (Sponsor Name) and identified Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_ as Project Director; and

WHEREAS, the UNIVERSITY desires to develop and implement (program objectives); and

WHEREAS, the CONSULTANT desires to assist the UNIVERSITY in developing and implementing the above-mentioned (program objectives); and

WHEREAS the project contemplated by this Contract is of mutual interest and benefit to the UNIVERSITY and the CONSULTANT,

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

**1. Statement of Work**

The UNIVERSITY desires to have the CONSULTANT provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to perform such activities as described in Exhibit A, attached hereto and incorporated by reference herein. The CONSULTANT agrees to use reasonable effort to perform the project described therein, hereafter referred to as "the PROJECT."

**2. Period of Performance**

This PROJECT will be completed during the period \_\_\_\_\_\_\_\_\_\_\_, through \_\_\_\_\_\_\_\_\_\_\_\_, and may be extended by written modification of this Contract.

**3. Cost and Payment**

The UNIVERSITY shall pay the CONSULTANT a maximum amount of $\_\_\_\_\_\_\_\_\_, based on acceptance of work performed as set forth in Exhibit A. The UNIVERSITY also shall reimburse the CONSULTANT for approved costs incurred in connection with the PROJECT up to a total amount of $\_\_\_\_\_\_ under this Contract. Payment shall be made to the CONSULTANT within thirty (30) days of receipt of invoice and receipts, where relevant (e.g. for expenses) from the CONSULTANT. Payment shall be made to the CONSULTANT within thirty (30) days of receipt of invoice from the CONSULTANT.

Invoices shall be mailed to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 6001 Dodge Street, \_\_\_\_\_\_\_

 Omaha, NE 68182

Checks shall be made payable to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Checks shall be mailed to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payments shall be in U.S. currency denominations.

The UNIVERSITY shall not be liable for taxes, Worker’s Compensation, unemployment insurance, employer’s liability, employer’s FICA, social security, withholding tax or other taxes or withholding for or on behalf of the CONSULTANT.

**4. Termination**

Performance under this Contract may be terminated for any reason by either party upon thirty (30) days' written notice. Upon termination, the CONSULTANT will be paid for all costs and non-cancelable commitments incurred in the performance of the PROJECT through the effective date of the termination, such payment together with any other payments made, not to exceed the maximum amount specified in Section 3.

Termination of this Contract by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of the termination of this Contract. No termination of this Contract, however effectuated, shall release the parties from their rights and obligations under Sections 3, 5, 6, 7, 8, 10, and 11.

**5. Ownership of Intellectual Property**

The CONSULTANT shall have no interest in the deliverables provided under this Contract, and the UNIVERSITY shall be the sole owner of all such deliverables, including all works authored, produced, developed or reduced to practice by the CONSULTANT during its performance of the PROJECT (the “Work Product”). Furthermore, the UNIVERSITY shall be the sole owner of any and all intellectual property rights, including without limitation, all patent, copyright, trademark and trade secret rights in and to the Work Product. The UNIVERSITY shall have the right to secure appropriate registration and protection for any and all intellectual property rights in and to the Work Product. Accordingly, the CONSULTANT hereby expressly assigns all right, title and interest in and to the Work Product, including any and all patent, copyright, trademark and/or trade secret rights thereto, to the UNIVERSITY, and agrees to execute all documents required to evidence such assignment. The CONSULTANT also hereby waives any and all claims it may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of “droit moral” with respect to the use, results and/or proceeds of the CONSULTANT’s services and Work Product. This provision shall survive the termination of this Contract.

**6. Reports**

The CONSULTANT shall furnish to the UNIVERSITY periodic reports during the term of this Contract, as specified elsewhere in this Contract, if applicable, summarizing the work being conducted on the PROJECT. A final comprehensive report setting forth the research, analysis and recommendations regarding the PROJECT shall be prepared by the CONSULTANT and submitted to the UNIVERSITY with the CONSULTANT’s final invoice and relevant receipts.

**7. Proprietary Data**

Unless otherwise required by law, the CONSULTANT will exercise its best efforts to maintain in confidence proprietary information disclosed or submitted to the CONSULTANT by the UNIVERSITY which is designated in writing as confidential information at the time of disclosure. Confidential information does not include information which at the time of receipt:

a. is generally available in the public domain or thereafter becomes available to the public through no act of the CONSULTANT; or

b. was independently known prior to receipt thereof or was discovered independently by the CONSULTANT who had no access to the information supplied by the UNIVERSITY under this Contract; or was made available to the CONSULTANT as a matter of lawful right by a third party.

The CONSULTANT retains the right to refuse to accept any such information which is not considered to be essential to the completion of the PROJECT. The obligations of the CONSULTANT under this paragraph shall survive and continue for three (3) years after termination of this Contract.

**8. Indemnification**

The CONSULTANT shall defend, indemnify and hold the UNIVERSITY, their trustees, officers, agents, employees and/or assigns, from any and all claims, demands, actions and causes of action against the UNIVERSITY, whether groundless or not, in connection with any and all injuries, losses, damages or liability of any kind whatsoever arising, directly or indirectly, out of the CONSULTANT’s performance of the PROJECT and/or the use, exploitation, distribution, or sale of the Work Product arising from the CONSULTANT’s performance of the PROJECT. This indemnification obligation shall include, without limiting the generality of the foregoing, reasonable attorney fees and other costs or expenses incurred in connection with the defense of any and all such claims, demands, actions, or causes of action.

**9. Equipment**

Title to any equipment or supplies purchased or manufactured in the performance of the PROJECT under this Contract shall vest in the UNIVERSITY upon acquisition.

**10. Insurance**

Prior to the commencement of the PROJECT, the CONSULTANT shall provide the UNIVERSITY with a properly executed certificate of insurance with limits of $1,000,000 per occurrence and $3,000,000 general aggregate naming the Board of Regents of the University of Nebraska as an “additional insured” to cover such liability caused by, or arising out of, activities of the CONSULTANT and its agents and/or employees while engaged in or preparing for the provision of the PROJECT.

**11. Representations and Warranties**

The CONSULTANT represents that no third party has any rights in, to, or arising out of, the PROJECT or to any deliverables or Work Product to be provided to the UNIVERSITY under the terms of this Contract. The CONSULTANT agrees to hold the UNIVERSITY and its respective assigns and licensees harmless from any loss, damage or expense, including court costs and reasonable attorneys' fees, that the UNIVERSITY and its assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the PROJECT or the UNIVERSITY’s use in any way of the deliverables or work provided hereunder.

**12. Independent Contractor Statement**

The CONSULTANT and the agents and employees of the CONSULTANT are not and shall not be considered as employees of the UNIVERSITY. The CONSULTANT shall be and remain an independent contractor and nothing contained in this Contract shall be construed inconsistent with that status. Notwithstanding such status, any employee shall be removed from any job site by the CONSULTANT at any time on request of the UNIVERSITY for incompetence, neglect of duty, or misconduct. The UNIVERSITY shall have no other control over the employment, compensation or discharge of the CONSULTANT’s employees or agents.

**13**. **Debarment**

The UNIVERSITY does not procure goods or services or make contract purchases from an entity or individual included on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs. The CONSULTANT certifies that they and/or any of their employees involved with this Contract are not included on said list.

**14. Federal Immigration Verification System**

The CONSULTANT and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. 4-108 to 4-114 as amended. *Effective October 1, 2009, the State of Nebraska requires that every contract between a public employer and individual or sole proprietor shall contain a provision requiring the public contractor and its subcontractors to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska (attached as Exhibit B). If the attestation indicates that the individual or sole proprietor is a qualified alien, then the University will verify through the U.S. Department of Homeland Security’s Systematic Alien Verification for Entitlements Program (“SAVE”), or an equivalent Homeland Security program, prior to any contract approval or signature. No professional services contract will be executed by the University without an attestation form and a SAVE confirmation, if required.*

**15. Nebraska Taxpayer Transparency Act**

Pursuant to Nebraska’s Taxpayer Transparency Act (Neb. Rev. Stat. §§84-602.01, et seq., as may be amended), as of January 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for expenditure of state funds, including any amendments and documents incorporated by reference in the contract.  Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at [www.nebraskaspending.gov](http://www.nebraskaspending.gov/).  It shall be the sole responsibility of the CONSULTANT to notify the UNIVERSITY of any requested redactions to such contracts and documents under Neb. Rev. Stat. §84-712.05(3) at the time of execution.

**16. Assignment**

Neither party shall assign this Contract to another without the prior written consent of the other party hereto. Any other purported assignment shall be void.

**17. Entire Agreement and Amendment**

This Contract constitutes the entire understanding between the CONSULTANT and the UNIVERSITY with respect to the subject matter hereof and may not be amended except by an agreement signed by the CONSULTANT and an authorized representative of UNIVERSITY.

**18. Notices**

Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

 To the CONSULTANT:

 <Name>

 <Address>

 <City, State, Zip>

 To the UNIVERSITY:

 <Name>

 <Address>

 <City, State, Zip>

**19. Governing Law and Forum**

The Contract shall be governed by the laws of the State of Nebraska. In the event of any litigation to enforce or interpret any terms or conditions of this Contract, the parties agree that such action will be brought in the District Court of Lancaster County, Nebraska, and the parties hereby submit to the exclusive jurisdiction of said Court.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in triplicate by proper persons thereunto duly authorized.

Read, Understood and Recommended for Approval by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UNO Project Director Date

|  |  |  |
| --- | --- | --- |
| **CONSULTANT** |  | **BOARD OF REGENTS****UNIVERSITY OF NEBRASKA**University of Nebraska at Omaha |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: Joseph L. Huebner |
| Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title: Associate Vice Chancellor for Business and Finance |
| Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
|  |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Scott D. Snyder  Title: Associate Vice Chancellor for Research and Creative ActivityDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |

**Exhibit A – Statement of Work/Deliverables**

**Exhibit B – CITIZENSHIP ATTESTATION**

**United States Citizenship Attestation Form**

**For purposes of complying with Neb. Rev. Stat. §§4-108 through 4-114, I attest as follows:**

 ⁫\_\_\_ I am a citizen of the United States.

⁫\_\_\_ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and I agree to provide a copy of my USCIS documentation upon request.

**I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.**

**Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(first, last, middle)**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**