

SAMPLE
SHORT FORM
CONSULTANT CONTRACTS

1. For Research, Report, etc., Under \$1,500
2. For Single Session Workshop, Training, etc.

NOTE: All samples require some language modification and adjustment, for example, some language which is appropriate if Consultant is an individual is not appropriate for a Corporation.

When processing consultant contract letters, the following language should be included when the consultant provides material to be photocopied by the College:

“By providing printed handout material to the College, (Name of Consultant) guarantees that the use and/or reproduction of any such material will not violate or infringe any U.S. or foreign copyright laws and agrees to indemnify and hold harmless the College, its trustees and employees from any claim, damage or loss of any nature arising out of use or reproduction of material.”

Short Form Sample No. 1
(For Research, Report, etc.)
(Under \$1,500)

Inside Address

Dear Mr./Ms. _____:

This letter is to confirm that you will provide Montgomery Community College with the following services (Specify in detail, reference any proposal, etc.).

Remuneration for this project is established at a rate of _____dollars (\$ _____) per hour, not to exceed a total of _____dollars (\$ _____). If the fee includes expenses, state that the fee is a fixed fee and includes all expenses. If not, list any other expenses such as travel costs and meals, (#) night(s)' lodging and ground transportation. Payment for all services performed will be made within twenty (20) working days following successful completion of the project, including but not limited to delivery of a written report satisfactory to the College and receipt of your invoice. Any invoice should be submitted to (Name), (Title), (Address) and is subject to appropriate audit and verification.

Successful completion of the project shall occur on or before _____, 20____; however, the performance of the work or services under this agreement may be terminated in whole or in part whenever the President of Montgomery College shall deem that it is in the best interest of the College. In such event, the College shall be liable only for payment in accordance with the payment provisions of this contract for work or services performed or furnished prior to the effective date of termination. However, the Contractor shall not be reimbursed for anticipatory profits. Termination hereunder shall become effective by delivery to you of written notice of termination upon which date the termination shall become effective.

(INSERT ANY INSURANCE REQUIREMENTS)

(If letter not fully executed, insert language disclaiming financial responsibility for work performed unless agreement fully executed.)

By signing this agreement, you assure the College that, in accordance with applicable law, it agrees not to discriminate against students or employees who are covered by this contract on the basis of age, sex, race, color, religious belief, national origin, status as a qualified individual with a disability or handicap, marital status or status as a disabled veteran or veteran of the Vietnam era. Consultant further agrees to post in conspicuous places notices setting forth the provisions of the non-discrimination clause and to take forth the provisions of the non-discrimination clause and to take affirmative action to implement the provisions of this section.

Consultant further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status. You further agree to comply, at no additional expense, with all applicable Executive Orders, Federal, State, bi-county, regional and local laws, ordinances, rules and regulations, including but not limited to the equal opportunity clause set forth in 41 CFR 60-250.4.

Should you be willing to assume these responsibilities, please sign the original copy of this letter below and return it to me by _____, 20____. A copy is enclosed for your records. If I do not receive the signed letter by the specified time, this offer shall be deemed revoked and any agreement deemed null and void.

Sincerely,

Administrator's Name
Title

XXX:xxx
Enclosure

I agree to the terms and conditions stated above.

Name Date

Title

Address

I certify that funds are available for this contract in Account # _____ as of _____, 20 ____.

Administrator's Name
Title

Marshall Moore
Chief Business Officer

Short Form Sample No. 2
(For Single Session Workshop, Training, etc.)
(Under \$1,500)

Date

Inside Address

Dear Mr./Ms. _____:

This letter is to confirm that you will conduct a presentation at the College on “(insert subject of presentation)” on (insert date). The session is presently scheduled to be held on the (identify campus) of the College; however, the College reserves the right to change that location in its sole discretion. The program will begin at (insert time) and end at approximately (insert time). The total number of participants will not exceed more than (write out number) (#). The selection of the participants shall be in the sole discretion of the College.

It is expected that you will thoroughly cover the following matters:
(Itemize topics; reference proposal, etc.)

The objectives of this workshop include but are not limited to the following:

List

Remuneration for conducting this workshop is established at (write out dollar amount) (\$#). If the fee includes expenses state that the fee is fixed fee and includes all expenses. If not, list any other expenses such as travel costs and meals, (#) night(s)' lodging and ground transportation.

If handouts will be provided to participants, state who supplies the material to be distributed, if any. For example: You will provide camera-ready copies of material which will be reproduced by the College. The material should be received by the college no later than (insert date).

If Consultant provides material to be photocopied by the College, you will need to insert the following: By providing printed handout material to the College, (Name of Consultant) guarantees that the use and/or reproduction of any such material will not violate or infringe any U.S. or foreign copyright laws and agrees to indemnify and hold harmless the College, its trustees and employees from any claim, damage or loss of any nature arising out of use or reproduction of material.

The amount to be paid for this workshop will be paid to you upon completion of the session and within twenty (20) working days of the receipt of your invoice in the Office of the (identify sender and address). The invoice must be accompanied by appropriate documentation.

(Insert any insurance requirements).

(If letter not fully executed, insert language disclaiming financial responsibility for work performed unless agreement fully executed.)

When processing consultant contract letters, the following language should be included when the consultant provides material to be photocopied by the College:

By providing printed handout material to the College, (Name of Consultant) guarantees that the use and/or reproduction of any such material will not violate or infringe any U.S. or foreign copyright laws and agrees to indemnify and hold harmless the College, its trustees and employees from any claim, damage or loss of any nature arising out of use or reproduction of material.

6/5/01