



UC San Diego

Policy & Procedure Manual

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PURCHASING

Section: 523-10.1

Effective: 03/15/1991

Supersedes: 04/10/1980

Review Date: TBD

Issuance Date: 03/15/1991

Issuing Office: [Procurement & Contracts](#)

INDEPENDENT CONSULTANTS

I. REFERENCES AND RELATED POLICIES

- A. Standing Orders of the Regents, Section 100.4(Y)
- B. Academic Personnel Manual(APM)
 - [160](#) Academic Personnel Records/Maintenance of, Access to, and Opportunity to Request Amendment of
 - [664](#) Additional Compensation/Services as Faculty Consultant
- C. Business and Finance Bulletins (BFB)
 - [BUS 34](#) Securing the Services of Independent Consultants
 - [BUS 43](#) Materiel Management, Part 9
- D. UCSD Policy and Procedure Manual (PPM)
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 - [523-9](#) Employee-Vendor Relationships
 - [523-10.2](#) Retainment of an Individual as an Independent Contractor
- E. Personnel Manuals (PPM/SPM, MAP, AP&S)
 - 60 Personnel Records (MAP)
 - 160 Privacy and Access to Personnel Records (A&PS)
 - 250-605 Staff Employee Personnel Records (PPM/SPM)
- F. Memorandum, Vice President Kleingartner to Chancellors, Laboratory Directors, Vice President Kendrick, Executive Assistant Wilson, Recording of Discussions With Employees, March 20, 1981
- G. Facilities Manual, Section C.5
- H. Regents Committee on Finance, May 20, 1988, Section T, "approval of memorandum regarding legal services."
- I. Office of the President, Systemwide Benefit Programs memorandum dated August 24, 1988, regarding Internal Revenue Code, Section 89, 414(2)(B), Leased Employee Policy.

II. DEFINITIONS

A. Independent Consultant

An Independent Consultant is an individual or organization outside the University of proved professional or technical competence who provides primarily professional or technical advice to the University in an independent contractor relationship.

B. Independent Contractor Relationship

An independent contractor relationship exists when the University has the right to control only the result of the service, not the manner of performance.

C. Employer-Employee Relationship

An employer-employee relationship exists when the University has the right (whether or not it exercises the right) to supervise and control the manner of performance, as well as the result of the service.

D. Requesting Unit

The campus organizational unit requesting the services of Independent Consultants.

E. Executing Officer

The Executing Officers are listed as follows and have been designated by the Chancellor each to approve the purpose and content of an *Independent Consultant Agreement* and no further delegation is authorized:

<u>Area of Authority</u>	<u>Executing Officer</u>
All	Chancellor
Campuswide-Academic	(1) Vice Chancellor, Academic Affairs (2) Dean-Graduate Studies & Research
Campuswide-Business	Vice Chancellor-Business Affairs
Campuswide-Administration	Vice Chancellor-Administration
Facilities Design and Construction	Assistant Vice Chancellor Facilities Design & Construction
Health Sciences	(1) Vice Chancellor-Health Sciences (2) Associate Dean of Administration (3) Associate Dean for Academic Affairs (4) Associates Dean, Planning (5) Associate Dean, Continuing Education in Health Services
Scripps Institution of Oceanography	(1) Vice Chancellor-Marine Sciences (2) Associate Director-SIO Administration
University Extension	Dean, University Extension

F. Responsible Administrative Official

The Purchasing Manager has been designated by the Chancellor to be responsible for the overall administration of *Independent Consultant Agreements*.

III. SCOPE

- A.** The policies and procedures set forth apply to obtaining the services of Independent Consultants for all campus activities for which administrative responsibility is vested in the Chancellor.
- B.** The administration and implementation rests with the Executing Officer and the Responsible Administrative Official. (See Section II.E. & F. above.)
- C.** These policies and procedures do not apply to:
 - 1. Appointment of consultants under the Standing Orders of The Regents, Section 100.4(Y) as implemented by the FACILITIES MANUAL, Section C.5, covering the appointments of architects, engineers, landscape architects, interior designers, and other consultants for approved campus projects.
 - 2. University of California faculty members who serve internally as consultants. (See Academic Personnel Manual, Section 664.)

IV. POLICY

- A.** Arrangements to secure the services of an Independent Consultant may be entered into only when a determination has been made by the Department Chair, Dean or Division Head, that the services are so urgent, special, temporary, or highly technical that they cannot be performed economically or satisfactorily by existing University academic or staff personnel during the course of their normal University responsibilities or duties.
- B.** The use of an Independent Consultant is expected to be infrequent and is primarily used to solve clearly delineated problems. Services of Independent Consultants paid for by Federal funds are normally limited to not in excess of 30 days in a 12-month period, or that period of time which is set by the cognizant contract or grant. Any services required for a longer period of time must have the prior approval of the Chancellor.

In addition to the time element described above, Federal Auditors use the following standards in support of the use of Independent Consultants on Federally funded projects.

- 1. There must be evidence that the services to be provided are essential and cannot be provided by persons receiving salary support under the Federally funded project.
 - 2. There must be evidence that the person selected is the most qualified available, and that the selection has been approved by the Department Chair, Dean or Division Head.
 - 3. There must be evidence that the rate is appropriate and reasonable considering the qualifications of the Consultant, his/her normal rates, and the nature of the services rendered. See *Exhibit A, Section III.B.5. of Independent Consultant Agreement*.
- C.** An Independent Consultant shall not be used to carry out a major portion of a program. If it is desired to use an Independent Consultant to direct a program or to participate extensively in such a program, the person shall be employed through the regular employment process.

University of California San Diego Policy – PPM 523 – 10.1
PPM 523 – 10.1 Independent Consultants

- D. If the cognizant Executing Officer or Responsible Administrative Official determines that a proposed agreement may result in an employer-employee relationship, the case shall be referred to the appropriate personnel office for review and for consultation with the Office of General Counsel, if appropriate. If it is determined that an employer-employee relationship would exist, established employment procedures shall be followed, and required employment forms shall be processed by the appropriate personnel office or, when recommended by the appropriate personnel office, the reporting requirements indicated in PPM 523-9, Employee-Vendor Relationships, shall be followed.
- E. The services of an Independent Consultant shall not entitle the person to credit other than as a "consultant" in any published report or other document.
- F. An Independent Consultant shall not hire any officer or employee of the University to perform any service covered by a **Consultant Agreement** entered into with the University of California. If the work is to be performed in connection with a Federal contract or grant, an Independent Consultant shall not hire any employee of the U.S. Government to perform any service covered by the agreement. The Consultant shall not be in a reporting relationship to a University employee who is a near relative nor shall the near relative be in a decision-making position with respect to the Consultant.
- G. If Government contract or grant funds are used, the requesting unit shall determine if any of the proposed Independent Consultants are currently employed by the U.S. Government. (Government employees or government contractor employees who propose to serve as Independent Consultants on federally funded University projects - whether on their normal work week or on "off time" or "spare time" - require special governmental approval as it may constitute dual compensation.)
- H. The Independent Consultant shall affirm that to the best of his/her knowledge there exists no actual or potential conflict between Consultant's family, business, or financial interests and the services provided. Any question regarding possible conflict of interest shall be raised and cleared with the University.
- I. The laws and regulations affecting the University of California Retirement System (UCRS) and the Public Employees Retirement System (PERS) do not prohibit a retired member of UCRS or PERS from providing services to the University as a Consultant.
- J. The department proposing to engage a Consultant shall be guided by University Personnel Policy MAP 60, A&PS 160, PPM/SPM 250-605, and Academic Personnel Policy 160. Tape recorders shall not be used during discussions with University staff, or their agents, pertaining to employment matters except as specified by Executive Assistant Wilson's "Recording of Discussions with Employees" referred to in Section I.E. of this issuance. Such use shall be specified on *Exhibit A, Section I.G. of the Independent Consultant Agreement*. The Consultant's attention shall be directed especially to *Exhibit B, Sections VI. and VII. of the Terms and Conditions of the Independent Consultant Agreement*.
- K. Requests for *Independent Consultant Agreements* for legal services are specifically prohibited without prior approval by UC General Counsel, as further outlined in the Regents' Committee on Finance, May 20, 1988, Section T, "Approval of Memorandum Regarding Legal Services."

V. PROCEDURE

Refer to *Exhibit D, Summary of Procedures Obtaining Services of Independent Consultants*, for overview of procedures.

A. Format of Proposals from Potential Independent Consultants

1. Proposals from potential Independent Consultants shall include, but not necessarily be limited to, the following:
 - a. A description of the Consultant's qualifications, with a brief list of similar types of consulting contracts successfully concluded, a sample of similar such work when appropriate, and a description of the lead personnel and supporting personnel employed on the study;
 - b. An overall description of the techniques by which the Consultant intends to approach the problem, amount of time to be expended, the anticipated beginning and ending dates for the services, personnel, equipment, and facilities to be utilized and, if subcontractors are contemplated, a description of persons or firms and the portions and monetary percentages of the work to be done by them;
 - c. A description of the type of information, if any, to be collected about an individual, the method of collection, the physical type of the resulting record, i.e., typed or written notes, tape recording, photograph, and the proposed ownership of such records.
 - d. The projected total cost of the study and a breakdown of how this cost was computed, including any travel and desired method of payment;

2. Additional Information Required from Potential Independent Consultant

- a. The total dollar amount paid by the combined campuses of the University of California to the Consultant in the last twelve (12) months. Refer to *Exhibit A, Independent Consultant Agreement, Section I.H.*
- b. The name and position of any employee of the University, or any near relative of such person, who has a controlling proprietary relationship with, or interest in the Consultant organization. An officer, faculty member or other employee of the University, or near relative of such person, who alone, or in combination with any other member or near relative, owns or controls more than 10% of such Consultant organization shall be deemed to have a controlling proprietary relationship with, or interest in, such enterprise.

In this eventuality, the proposal must include as attachments *Employee Report Form* and *Departmental Report/Request Form* pursuant to PPM 523-9, Employee-Vendor Relationships, *Exhibit A*. See PPM 523-9 for definitions of "officer or employee" and "near relative."

- c. If the individual is not a citizen of the United States, the individual shall also complete the appropriate forms required by University procedures for payment to aliens. See PPM 395-13, Alien Information. It is mandatory that alien information be obtained prior to final execution of the *Independent Consultant Agreement* to ensure the alien's status permits payments.

3. Requirements for Insurance for Independent Consultants

The University requires that all business enterprises which perform services on the campus, or campus related facilities, must show proof of insurance by providing a *Certificate of Insurance*. UCSD policy requires the following minimum limits of insurance be outlined on a *Certificate of Insurance* as proof of such coverage, and such information be submitted along with the request for the *Independent Consultant Agreement*.

If the Independent Consultant is a firm, Independent Consultant shall furnish a *Certificate of Insurance* showing minimum coverage of:

- a. Comprehensive Automobile Liability of \$15,000 per person or \$30,000 per occurrence for bodily injury and \$5,000 for property damage.
- b. Comprehensive or Commercial General Liability of \$100,000 per occurrence (bodily injury and property damage combined).

If the Independent Consultant is an individual, or an individual using a personal automobile to carry out consulting duties, Independent Consultant shall furnish a *Certificate of Insurance* showing minimum coverage of:

- a. Comprehensive Automobile Liability of \$15,000 per person or \$30,000 per occurrence for bodily injury and \$5,000 for property damage.

In addition, the Independent Consultant must agree to the section entitled "Indemnification", as outlined under *Exhibit B*, Section V.A., Terms and Conditions.

B. Summary Memorandum

1. The information outlined in Section V.A.1. and 2. should be summarized for the benefit of the Executing Officer and the Responsible Administrative Official in the form of a brief written presentation or *Summary Memorandum* addressed to the Executing Officer and forwarded to the Responsible Administrative Official with the proposed Independent *Consultant Agreement*. The requesting unit's responsibilities in requesting approval for the services of an Independent Consultant shall be in accordance with the following guidelines and summarized in the *Summary Memorandum*:
 - a. A description of the problem.
 - b. The objectives of the study or a general statement of what is expected to be accomplished.
 - c. An explanation of why the service cannot be performed by University employees.
 - d. Scope of the work, including any desired approach to the problem, specific limitations, questions requiring answers, format for the completed report, and the extent to which assistance and cooperation from the University will be available to the Independent Consultant.
 - e. If the services are to be performed in connection with a contract or grant, pertinent extracts of such contract or grant shall be attached and the conditions set forth therein shall be considered a part of the request for consultant service.
 - f. Firm or estimated time schedule including dates for commencement of performance, submission of progress reports, and for completion of the service.
 - g. Listing of proposals received. Include name, address, and amount offered by each proposer.
 - h. An evaluation of the proposed Consultant's qualifications and of his/her plans for accomplishing the work.

- i. To what extent progress payment(s) will be allowed.
 - j. Account and fund to be charged.
2. If the amount of payment(s) by the University to an Independent Consultant is \$15,000 or more in any twelve (12) month period, the Responsible Administrative Official shall ensure that, if possible, proposals are solicited from three or more qualified Independent Consultants. When competitive proposals are not solicited, the reason for not seeking competition shall be documented by the requesting unit, and confirmation that Independent Consultant's fees are reasonable and appropriate for the required expertise of the Consultant.
3. If the amount is less than \$15,000, the Responsible Administrative Official shall determine that the fees are reasonable for the services to be performed, as justified by the requesting unit.
4. Selection of an Independent Consultant shall be made on the basis of qualifications, resources, experience, needs of the University, and cost to the University. In the selection process, any University officer or employee participating in the decision must keep in mind the disqualification requirements for financial conflict of interest defined under BUS 43, Part 9, and PPM 200-13, Conflict of Interest.
5. In many cases, sponsored agencies require that the University obtain written prior approval from the agency before securing the services of an Independent Consultant even though provision for a consultant may be included in the approved grant budget or in the terms of the contract. Also, written prior approval from the contracting or granting agency may be required if the project budget does not contain a line item in the budget to fund consultant payments. Because of the differing agency regulations regarding consultants, it is best to read the regulations of the agency involved before securing the services of a consultant and discuss the limits of approval in the *Summary Memorandum*.

C. Format of Agreement

1. The agreement between the University and the Independent Consultant shall be executed on the *Independent Consultant Agreement, Exhibit A, and Terms and Conditions, Exhibit B*. Any modification to the clauses and terms of the *Independent Consultant Agreement or Terms and Conditions* shall be forwarded to the attention of the Purchasing Manager who will obtain the necessary legal reviews from the Office of the General Counsel of The Regents.
2. The insurance requirements to be provided under Article V. of Terms and Conditions, *Exhibit B*, shall be those in Section V.A.3.
3. The agreement between the University and an Independent Consultant shall be signed by the Consultant, by the Responsible Administrative Official, and by the Executing Officer prior to the commencement of any service.
4. A copy of all such executed agreements for \$15,000 or more shall be sent to the Senior Vice President-Administration by the Responsible Administrative Official.
5. Any changes, to the original executed Consultant Agreement shall be submitted as Amendment to the *Independent Consultant Agreement, Exhibit C*. See Section V.H. for further procedures regarding amendments.
6. *Purchase Order Requisitions and Purchase Orders* shall not be used for securing Independent Consultant services.

D. Routing and Approval

1. The requesting unit shall forward the following documents to the Department Chair or Department Head for approval.
 - a. Completed *Independent Consultant Agreement* form, *Exhibit A*, signed by Consultant and the *Terms and Conditions, Exhibit B*.
 - b. Any further supporting documentation as outlined in Section V.A.1., 2. and 3., of this policy, i.e., conflict of interest forms, citizenship status, Consultant's proposal, *Insurance Certificate* (if required), funding source approval, etc.
 - c. *Summary Memorandum*, addressed to the Executing Officer, for signature by the Department Chair or Department Head. This *Summary Memorandum* must cover all applicable issues defined in Section V.B.
2. The Department Chair or Department Head shall review and, if in agreement, sign the Summary Memorandum. The original agreement package, including the *Summary Memorandum, Independent Consultant Agreement, Terms and Conditions*, and all other supporting documentation, must be duplicated into five (5) additional sets. The original and five (5) sets should be forwarded to the Purchasing Manager. For the purpose of clarification, the agreement package will be referred to as the "Proposed Agreement Package".

E. Responsibilities of the Responsible Administrative Official

1. Upon receipt of the Proposed Agreement Package, the Responsible Administrative Official will:
 - a. Review each proposed *Independent Consultant Agreement* for compliance with this policy.
 - b. Coordinate possible employer-employee relationship cases with the appropriate personnel office for a ruling.
 - c. Verify Federal and Agency approval in coordination with the requesting unit, when it is required.
 - d. Ensure that
 1. No performance of service is rendered prior to the execution of the agreement,
 2. No complete or final payment is authorized until written evidence is received that terms of the agreement have been satisfied,
 3. All requisite documents have been fully approved and received,
 4. Sole source justification is documented if the agreement exceeds \$15,000 per year and competitive proposals have not been solicited, and
 5. The Independent Consultant has signed all agreements, including amendments.
 - e. Verify that the fees are deemed reasonable and appropriate for the Independent Consultant given the level of expertise.

- f. Send copies of executed agreements to the Senior Vice President Administration if there are payments in excess of \$15,000 per year to any one Independent Consultant.
2. Assign an Agreement Number to each *Agreement* and maintain an Agreement Log of all agreements. Annotate each page of the *Agreement* with the agreement number.
3. Prepare a *Transmittal Memo* to the appropriate Executing Officer which signifies that all conditions of the Proposed Agreement Package are in compliance with the policy. The Responsible Administrative Official will sign approval on the *Independent Consultant Agreement* that the agreement is in compliance with this policy.
4. Forward the original Proposed Agreement Package, along with four (4) sets of copies to the Executing Officer for approval. Each set will now include the Responsible Administrative Official's *Transmittal Memo* and be annotated with the agreement number.
5. Maintain one (1) copy of the *Proposed Agreement* for a pending file, until the *Executed Agreement* is returned from the Executing Officer.

F. Executing Officer

1. The Executing Officer shall review and, if approved, sign the *Independent Consultant Agreement*. The fully executed Agreement shall be referred to as the "Executed Agreement". The Executing Officer retains one set of the executed Agreement and distributes the remaining sets as follows:
 - a. One copy to the Accounting Office.
 - b. One copy to the Responsible Administrative Official in the Purchasing Division, as Office of Record for *Independent Consultant Agreements*.
 - c. The original "Executed Agreement" and a copy to the requesting unit. The original of the "Executed Agreement" should be forwarded to the Consultant by the requesting unit as authorization that work can proceed.
2. Routing and distribution for an *Amendment* is outlined in Section V.H.

G. Payment for Services of Independent Consultant

1. Upon receipt of the "Executed Agreement", the Accounting Office will establish an encumbrance against departmental funds. This encumbrance will be referenced in the General Ledger by the assigned *Agreement* number.
2. An Independent Consultant shall submit an invoice to the Accounting Office or via the requesting unit, setting forth the appropriate charges and indicating the *Agreement* number and his/her taxpayer reporting number (Social Security Number or Federal Employee Identification Number). Consultant should indicate on the invoice(s) whether it is a progress billing or final invoice.
3. Authorization for a payment to an Independent Consultant requires a fully executed copy of the *Independent Consultant Agreement* ("Executed Agreement") and approval of the Independent Consultant's invoice by the requesting unit having signature authorization for the account and fund to be charged.
4. First and final payment will neither be made for services rendered prior to the execution of a written agreement, except as expressly approved by the Executing

Officer and the Responsible Administrative Official, nor will payment be made for services rendered after the expiration of the agreement.

5. If Consultant is not a citizen of the United States, University procedures regarding payment to aliens shall be followed, as further defined in Section V.A.2.c.
6. Payment shall be made in accordance with the schedule set forth in *Exhibit A, Section III*, of the *Independent Consultant Agreement*. In case of termination prior to completion of the work to be performed under the agreement, a determination shall be made of an equitable compensation to be paid for the work completed based on its value to the University, provided that such compensation shall in no event exceed the total agreement price.
7. Final payment will be withheld until evidence is received that terms of the Agreement have been completed. This evidence will take the form of a *Certificate of Completion* signed by the Independent Consultant, the department officer or employee to whom the Consultant has reported, and verified, on behalf of the Responsible Administrative Official, by the Accounting Office. See *Exhibit E* for *Certificate of Completion* form. The *Certificate of Completion* must be submitted for the first and only invoice, or for the final of multiple invoices. Final payment will be withheld pending a completed approval of *Certificate of Completion*.

H. Amendments to *Independent Consultant Agreement*

1. Amendments to *Independent Consultant Agreements* are required under the following circumstances:
 - a. Extending the term of the *Agreement*.
 - b. Increasing the total amount of compensation, or amending the terms of payment.
 - c. Changing the account and fund for prepayment encumbrance.
2. Submittal of a request for amendments shall be made by using *Exhibit Cs*, Amendment to University of California, San Diego, *Independent Consultant Agreement* Number _____ form.
3. Requests for amendments must be accompanied by a *Summary Memorandum*, signed by the Department Head or Department Chair or dean, outlining the reason for the increased expenditure, or extended term. Specific reason for increased expenditure, or extended term of agreement should be discussed and justified in the *Summary Memorandum*.
4. The procedure for routing and approval of an amendment is as follows:
 - a. Submit the completed amendment form, *Exhibit C*, signed by the Independent Consultant, the *Summary Memorandum*, and 5 sets of copies, to the Purchasing Manager, with reference to the executed consultant agreement number.
 - b. The Responsible Administrative Official will verify that the amendment meets the provisions of this policy, and will submit it to the Executing Officer for approval.
 - c. Amendments which increase the expenditure to greater than \$15,000, will be forwarded to the Senior Vice President of Administration, per the policy.

- d. If the amendment is approved and executed, distribution will be made as outlined in Section V.F.
5. Payment will not be made for any fees or term beyond the original agreement as indicated by the existing executed *Agreement* on file.
6. *Requests for Amendments* which outline scope of services different from the original executed Agreement, will be rejected. Such requests must take the form of a new *Independent Consultant Agreement*.



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PURCHASING

Section: 523-10.1 EXHIBIT A

Effective: 06/15/1989

Supersedes: 12/19/1980

Review Date: TBD

Issuance Date: 06/15/1989

Issuing Office: [Procurement & Contracts](#)

EXHIBIT A

UNIVERSITY OF CALIFORNIA, SAN DIEGO INDEPENDENT CONSULTANT AGREEMENT

AGREEMENT NO. _____

This agreement to furnish certain consulting services is made as of _____, 19____ by and between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, a California public corporation (hereinafter called "University") and _____ hereinafter called ("Consultant").

The terms and conditions attached are hereby made a part of this agreement, by execution of the agreement by both parties.

I. NATURE OF SERVICE

A. Consultant shall furnish to University the following described services:

B. Report or Documentation:

Required Yes _____ No _____

If yes, Consultant shall provide reports and or documentation as described below (include number of copies and due date).

C. Place(s) of performance will be:

D. Based on the provisions under section V. of the Independent Consultant Agreement, does consultant need to provide a Certificate of Insurance?

Yes _____ No _____

If so, is it included with the submittal of this agreement? Yes _____ No _____

E. The University will provide working space, equipment, furniture, utilities, and services, as follows:

F. If applicable, the services of Consultant will assist University in the performance of contract/Grant Number _____ sponsored by

_____ dated _____

(agency name)

Requesting unit certifies that agency/fund approval has been obtained for these consultant fees.

University of California San Diego Policy – PPM 523 – 10.1 Exhibit A
PPM 523 – 10.1 Independent Consultants Exhibit A

G. Consultant shall use recording devices in discussions with University employees only when the University so authorizes; this authorization shall be in writing. If applicable, Consultant's use of recording devices in such discussions is proposed as follows:

H. Total dollar amount paid to the consultant during the past twelve (12) months by the combined campuses of University of California. \$ _____.

II. TERMS OF AGREEMENT

A. The period of performance for this agreement shall be from _____ (month/day/year) through _____ (month/day/year).

B. Either the University or the Consultant may terminate this agreement at any time by giving the other written notice of such action.

III. COMPENSATION

A. University will pay fees on the following basis to Consultant for services performed:

- | | |
|--|----------|
| 1. Fee of \$ _____ per day/hour _____ | \$ _____ |
| for _____ days/hours: _____ | |
| 2. Per diem at \$ _____ for _____ days _____ | \$ _____ |
| 3. Travel (specify) _____ | \$ _____ |
| 4. Other (specify) _____ | \$ _____ |

MAXIMUM TO BE PAID UNDER THIS AGREEMENT:

TOTAL \$ _____

B. PAYMENTS

1. Request for payment is to be submitted to the Accounting Office. If the request for payment is submitted in the form of an invoice and the invoice represents the final payment, it must be submitted with the Certificate of Completion.
2. Payment will be made submission of an invoice by Consultant via the requesting unit, indication the Agreement Number and setting forth charges in accordance with rates detailed in paragraph A. above. The invoice must include the Consultant's Federal Taxpayer Identification Number and be approved by the University representative having signature authorization for the account and fund to be charged.
3. No payments will be made in advance of work performed, except as specified in the agreement. Final payment will be withheld pending evidence that work has been completed as evidenced by the Certificate of Completion.
4. Invoices shall be submitted to:
University of California, San Diego
Accounting Office, Q-027
La Jolla, California 92093
5. The undersigned Consultant hereby certifies that the fee shown in Paragraph III.A.1 above is no more that his normal charges for the nature of the services to be provided to any other public institution or private client.

IV. NOTIFICATION

A. In performing consulting services hereunder, Consultant shall report to:

University of California San Diego Policy – PPM 523 – 10.1 Exhibit A
PPM 523 – 10.1 Independent Consultants Exhibit A

B. Name and mailing address of Consultant:

V. RECORDS MAINTENANCE

An executed copy of the Independent Consultation Agreement will be maintained by the Office of Records, (Purchasing Division/Responsible Administrative Official), and the Accounting Office.

VI. APPROVALS

CONSULTANT		THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	
(Signature)	(Date)	(Signature) Executing Officer	(Date)
(Street Address)		Title and Name of Executing Officer	
(City)	(State/Zip Code) *	Name of Requesting Unit	
Social Security or Federal Taxpayer Identification Number		Account/Fund No. to be Charged	
(Telephone Number)		Contract/Grant No. and Agency Name	
		Department Contact, Phone, Mail Code for Invoice/Agreement Processing	

AS RESPONSIBLE ADMINISTRATIVE OFFICIAL, I CERTIFY THAT THE INTENT OF UCSD POLICY, PPM 523-10.1, HAS BEEN MET, GIVEN THE INFORMATION AND FACTS PROVIDED.

 Name of Responsible Administrative Official

 Signature Date

***Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security number is mandatory. Disclosure of the social security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404.1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is to verify your identity. The principal uses of the number shall be to report payments to Federal and State governments.**

Retention Period:

Five (5) years following end date of Independent Consultant Agreement, subject to Federal contract and grant requirements.

- Office of Record, (Purchasing Division/Responsible Administrative Official)
- Accounting office
- Executing officer

Zero-Five years for all other copies



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PURCHASING

Section: 523-10.1 EXHIBIT B

Effective: 06/15/1989

Supersedes: 12/19/1980

Review Date: TBD

Issuance Date: 06/15/1989

Issuing Office: [Procurement & Contracts](#)

EXHIBIT B

INDEPENDENT CONSULTANT AGREEMENT TERMS AND CONDITIONS

I. TAXES

The compensation stated in Article III includes all applicable taxes and will not be changed hereafter as the result of Consultant's failure to include any applicable tax, or as the result of any change in the Consultant' tax liabilities.

II. ASSIGNMENT OR SUBCONTRACTING

The Consultant may not assign or transfer this agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of the University.

III. PATENTS

whenever any invention or discovery is made or conceived by Consultant in the course of or in connection with this agreement, Consultant shall furnish University with complete information with respect thereto and University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. Consultant will, at University expense, execute all documents and do all things necessary or proper with respect to such patent application.

IV. COPYRIGHT

The University shall have the sole power to determine whether or not a copyright application shall be filed for any published report or other document which results from the work performed under this agreement. Consultant will, at University expense and at University request, execute all documents and do all things necessary or proper with respect to such copyright application.

V. CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS

- A. Consultant agrees to defend, indemnify, and hold harmless the University, its officers, agents, and employees from and against all losses and expenses (including costs and attorney's fees) resulting from any injury (including death) to any person or damages to property of others arising out of the acts or omissions of Consultant, its employees, or agents in performance of the work under this agreement.

If the Consultant is a firm rather than an individual, or if consultant is an individual using a personal automobile to carry out consulting duties, consultant shall furnish a certificate of Insurance showing minimum coverage of 1) Comprehensive Automobile Liability if \$15,000 per person or \$30,000 per occurrence for bodily injury and \$5,000 for property damage, and 2) Comprehensive General Liability including products liability of \$100,000 (bodily injury and property damage combined).

The coverage outlined above shall include The Regents of the University of California as additional insured, but only with respect to the negligent acts or omissions of Seller, its officers, agents, employees, subcontractors or anyone directly employed by them, or any other person or persons under its direction and control.

- B. As applicable, Consultant shall also provide a Certificate of Insurance for Worker's Compensation and Employer's Liability Insurance in the amount covering Consultant's full liability under the "Worker's Compensation Insurance and Safety Act" of the State of California
- C. All Certificates of Insurance shall specify that the coverage will not be cancelled or reduced without thirty (30) days written notice to the University. Premiums on all insurance policies shall be paid directly to the insurer by the Consultants.

VI. RECORDS ABOUT INDIVIDUALS

The State of California Information Practices Act of 1977, as well as University policy, sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties.

If Consultant creates records about an individual of a confidential** or personal** type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Consultant shall inform the individual that the record is being made and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in this agreement.

VII. OWNERSHIP AND ACCESS TO RECORDS

While ownership of confidential** or personal** information about individuals shall be subject to negotiated agreement between the University and Consultant, records will normally become the property of the University of California and subject to University policies governing privacy and access to files, unless legally prohibited or otherwise negotiated with Consultant.

VIII. EXAMINATION OF RECORDS

The University, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Consultant involving transactions and work related to this agreement until the expiration of five years after final payment hereunder. The Consultant shall retain project records for a period of five years from the date of final payment.

IX. CONFLICT OF INTEREST

- A. Consultant shall not hire any officer or employee of the University to perform any service covered by this agreement. If the work is to be performed in connection with a Federal contract or grant, Consultant will not hire any employee of the United States government to perform any service covered by this agreement.
- B. Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between Consultant's family, business, or financial interests and the services provided under this agreement, and in the event of change in either private interests or service under this agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the University.
- C. Consultant shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision making position with respect to the Consultant.

X. AFFIRMATIVE ACTION

Consultant shall not maintain or provide racially segregated facilities for employees at any establishment under Consultant's control. Consultant agrees to adhere to the principles set forth in Executive Orders 11246 and 11375 and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned who are in his/her employ, with outside recruiting services, and the minority community at large; to provide the University on request a breakdown of the labor force by ethnic group, sex, and job category; and to discuss with the University the policies and practices relating to this affirmative action program.

XI. APPLICABLE LAW

This agreement shall be governed by the laws of the State of California

** As defined by Business and Finance Bulletin RMP-8, Legal Requirement on Privacy of and Access to Information.

Retention Period:

Five (5) years following end date of Independent Consultant Agreement, subject to Federal contract and grant requirements.

- Office of Record, (Purchasing Division/Responsible Administrative Official)
- Accounting Office
- Executing Officer

Zero-Five years for all other copies



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PURCHASING

Section: 523-10.1 EXHIBIT C

Effective: 06/15/1989

Supersedes: 12/19/1980

Review Date: TBD

Issuance Date: 06/15/1989

Issuing Office: [Procurement & Contracts](#)

EXHIBIT C

AMENDMENT # _____ TO
UNIVERSITY OF CALIFORNIA, SAN DIEGO
INDEPENDENT CONSULTANT AGREEMENT NO. _____

CONSULTANT		THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	
(Signature)	(Date)	(Signature) Executing Officer	(Date)
(Street Address)		Title and Name of Executing Officer	
(City)	(State/Zip Code) *	Name of Requesting Unit	
Social Security or Federal Taxpayer Identification Number		Account/Fund No. to be Charged	
(Telephone Number)		Contract/Grant No. and Agency Name	
		Department Contact, Phone, Mail Code for Invoice/Agreement Processing	

AS RESPONSIBLE ADMINISTRATIVE OFFICIAL, I CERTIFY THAT THE INTENT OF UCSD POLICY, PPM 523-10.1, HAS BEEN MET, GIVEN THE INFORMATION AND FACTS PROVIDED.

Name of Responsible Administrative Official

Signature Date

***Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security number is mandatory. Disclosure of the social security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404.1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is to verify your identity. The principal uses of the number shall be to report payments to Federal and State governments.**

Retention Period:

Five (5) years following end date of Independent Consultant Agreement, subject to Federal contract and grant requirements.

- Office of Record, (Purchasing Division/Responsible Administrative Official)
- Accounting office
- Executing officer

Zero-Five years for all other copies

AMENDMENT # _____ TO
UNIVERSITY OF CALIFORNIA, SAN DIEGO
INDEPENDENT CONSULTANT AGREEMENT NO. _____

This Amendment to Agreement made and entered into on the _____ day of _____, by and between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a CALIFORNIA Corporation** (Hereinafter called "University") and _____ (hereinafter called "Consultant").

WITNESSETH

WHEREAS: The University and the Consultant entered into an original Agreement in writing on the day of (month/year) to furnish certain Consultant services to the University and

WHEREAS, said parties to the above mentioned Agreement desire to amend said Agreement in certain respects:

NOW, THEREFORE, it is hereby agreed to amend this agreement as follows: (Outline extent of amendment by description of changes and reason for changes. Use additional space as required.)

Except as herein expressly amended, said Agreement originally dated _____ remains in full force and effect.

AMENDMENT # _____ TO
UNIVERSITY OF CALIFORNIA, SAN DIEGO
INDEPENDENT CONSULTANT AGREEMENT NO. _____

**EXAMPLES OF CHANGES OR AMENDMENTS
TO INDEPENDENT CONSULTANT AGREEMENTS**

1. In Article II. **TERMS OF AGREEMENT**, amend the period of performance by deleting _____ through _____ and inserting therein _____ through _____.
2. In Article III. **COMPENSATION AND REIMBURSEMENT OF EXPENSES**, amend Paragraph A.1. by deleting _____ days and inserting therein _____ days. Revise total fee payable by deleting \$ _____ and inserting \$ _____.



PURCHASING

Section: 523-10.1 EXHIBIT D

Effective: 06/15/1989

Supersedes: 12/19/1980

Review Date: TBD

Issuance Date: 06/15/1989

Issuing Office: [Procurement & Contracts](#)

EXHIBIT D

SUMMARY OF PROCEDURES OBTAINING SERVICES INDEPENDENT CONSULTANTS

<u>A. REQUESTING UNIT</u>	<u>B. DEPARTMENT CHAIR/HEAD</u>	<u>RESPONSIBLE</u>	<u>C. ADMINISTRATIVE OFFICIAL</u>
<ol style="list-style-type: none"> 1. Solicit proposal per section V.A.1.-3. of Policy 2. Prepare Proposed Agreement per Exhibit A & B and section V.C.1.-6. of policy 3. Identify exceptions defined in section IV. of policy 4. Consultant must sign Agreement, Exhibit A, and designate relationship with consultant firm's organization, (unless self-employed) 5. Consultant must read and agree to T&C's of Terms and Conditions, Exhibit B 6. Consultant must provide information relating to Conflict of Interest, Visa Status, payments to the University over the past 12 months, and other data as outlined in section V.A.2.a.-c. of policy 7. Unit must determine if Certificate of Insurance is required from Consultant per the terms outlined per V.A.3.a. 8. Prepare a memorandum addressed to Executing Officer per V.B.1.a.-j. 9. Submit proposed Agreement and all associated forms to Department Chair/Head 	<ol style="list-style-type: none"> 1. Department Chair, Director, or Head ensures that all terms of policy have been met and signs Summary Memorandum confirming and approving compliance, per section V.D.1.c of policy 2. Submit the original and five (5) sets of copies of the proposed Agreement, Summary Memorandum and all other supporting documentation to the Responsible Administrative Official as outlined in V.D.1.&2. of policy 	<ol style="list-style-type: none"> 1. Audit each proposed Agreement for compliance with policy 2. Request approval of any exceptions as outlines in the policy. Forward copy of all agreements exceeding payments to a consultant of \$15,000 annually, to Sr., VP-Administration, UC 3. Ensure that proposed Agreements meet conditions of policy specifically identified in IV.A.-K. 4. Verifies that Certificate of Insurance is on file if required per V.A.3.-a. 5. Prepare and sign transmittal memo acknowledging compliance with policy 6. Proposed Agreement is assigned an agreement number an logged onto master log by Responsible Administrative Official 7. The original and four (4) sets of copies of the proposed Agreement, Summary Memorandum, and the transmittal memo is forwarded to the appropriate Executing Officer 8. One (1) copy of proposed Agreement, Summary Memorandum, and transmittal memo is maintained in pending file 9. Maintains master file as Office of Record for all proposed final executed Agreements and Amendments 	

D. EXECUTING OFFICER

1. Reviews proposed agreement ensuring that it complied with policy
2. If approved, signs the original and all copies as the executed Agreement
3. Retain on copy of the executed Agreement and forwards original three (3) copies to:
 - a. Accounting Office
 - b. Responsible Administrative Official
 - c. Requesting unit, copy for file
 - d. Original for consultant in care of requesting unit

E. ACCOUNTING OFFICE

1. Maintains copies of executed Agreements
2. Established encumbrance against account/fund
3. Receives invoice from consultant via requesting unit which references agreement number and other information per section V.G.1.-7. of policy
4. Payment is made per Para III of Consultant Agreement, Exhibit A
5. Pays final invoice only upon submission and approval of a Certificate of Completion per V.G.7 of policy



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PURCHASING

Section: 523-10.1 EXHIBIT E

Effective: 06/15/1989

Supersedes: 12/19/1980

Review Date: TBD

Issuance Date: 06/15/1989

Issuing Office: [Procurement & Contracts](#)

EXHIBIT E

CERTIFICATE OF COMPLETION OF SERVICES OF INDEPENDENT CONSULTANT

AGREEMENT NO. _____

The undersigned parties hereby certify that the services covered by this Independent Consultant Agreement have been completed in their entirety. Final payment against this agreement is approved by the requesting unit as proof of satisfactory completion of all services required under the terms of this agreement.

Title of Requesting Unit Officer

Signature / Date

Approved on behalf of Responsible Administrative Official:

Accounting Office / Date

Date and Check Number of Final Payment: _____