

ORAA Subcontractor vs Vendor (Contractor) vs Consultant: Definitions

1. A **Subcontractor** is distinguished from both a **vendor** and a **consultant** in that a **Subcontractor**:
 - a. Performs a substantive portion of the proposed Statement of Work incorporated into the Prime Contract;
 - b. Has responsibility for internal programmatic decision-making and design;
 - c. Is responsible for assisting the Prime Recipient in meeting the goals of the project;
 - d. Is responsible for adhering to applicable Federal programmatic compliance requirements;
 - e. Retains intellectual property and copyright to the work produced by the **Subcontractor's** personnel; may co-author an article in a professional research journal.

Note: ORAA does not issue **Subcontracts** to individual persons; only to a company or organization/institution.

2. A **Vendor** is issued a Purchase Order based on a request sent by the lab business office to the UMCP Procurement Office (via KFS). The purchase of goods and services, including “Consulting Services”, are obtained from a commercial vendor.
 - a. A **Vendor** provides similar goods and services to multiple customers as part of their routine business operations;
 - b. A **Vendor** competes for customers with other like providers;
 - c. A **Vendor** does not retain intellectual property or copyright to the deliverables;
 - d. Cost sharing is not required of a **Vendor**;
 - e. Joint authorship of publications is not sought by **Vendors**;
 - f. The general terms of the Prime Contract do not flow down to the **Vendor**.
3. A **Consultant** may be an individual or a commercial entity and is a type of Vendor paid through a Purchase Order issued by the Office of Procurement.
 - a. A **Consultant's** deliverable may be intermittent throughout the project, is not clearly defined and similar other work is performed by that Consultant commercially on a routine basis;
 - b. A **Consultant's** deliverables do not ordinarily generate patentable or copyrightable results of an original or substantive nature;
 - c. A **Consultant** is not subject to the compliance requirements of the Prime Contract;
 - d. A **Consultant's** fee is based on an hourly or daily rate which is provided and explained in a **Consultant** rate proposal;
 - e. A **Consultant's** services are on a “work for hire” basis and all intellectual property or copyrightable rights are assigned to UMCES by the **Consultant**;
 - f. A **Consulting Firm** is a commercial entity whose regular business activity is to provide services similar to those proposed under the current project.
 - g. An **Individual Consultant** is a non-UMCES employee hired to provide technical expertise in support of a sponsored research project. As a general rule, the activities performed by a non-UMCES faculty member who is named as an individual Consultant in a proposal must fall outside of the individual's normal academic duties and cannot make use of his/her institutional facilities, personnel or students. If these criteria are not met, then the faculty member's home institution should appear as a Subcontractor in the UMES Proposal rather than an individual **Consultant**.