



Subrecipient vs Contractor (Vendor) vs Consultant

1. A **Subrecipient** is distinguished from both a **Contractor** and a **Consultant** in that a **Subrecipient**:
 - a. Performs a substantive portion of the proposed Statement of Work incorporated into the Prime Award;
 - b. Has responsibility for internal programmatic decision-making and design, identified by a separate scope of work, budget, and organization approval;
 - c. Has a director of the subaward who is considered the Principal Investigator (PI) and who may be considered a Co-PI on the Prime Award;
 - d. Is responsible for assisting the Pass-through Entity in meeting the goals of the project;
 - e. Is responsible for adhering to applicable Federal programmatic compliance requirements (i.e. IRB/IACUC approvals, FCOI, etc.);
 - f. Retains intellectual property and copyright to the work produced by the **Subrecipient's** personnel; may co-author an article in a professional research journal.
 - g. Carries out the work for a public purpose as opposed to providing goods and services;
 - h. Note: ORA does not issue **Subawards** to individual persons; only to a company or organization.
2. A **Contractor (Vendor)** is issued a Purchase Order based on a request sent by an administering unit to the UMD Department of Procurement and Strategic Sourcing. The purchase of goods and services, including "Consulting Services", are obtained from a commercial vendor.
 - a. A **Contractor** provides similar goods and services to multiple customers as part of their routine business operations;
 - b. A **Contractor** competes for customers with other like providers;
 - c. Cost sharing is not normally required of a **Contractor**;
 - d. Joint authorship of publications is not sought by **Contractors**;
 - e. The expectation is that the work will not result in patentable or copyrightable technology or products that would be owned by **Contractors**
 - f. The agreement only specifies the type of goods/services provided by the **Contractor** and the associated costs;
 - g. **Contractors** commit to deliverables, which if not satisfactorily completed will result in nonpayment or requirement to redo deliverables;
 - h. The general terms of the Prime Award do not flow down to the **Contractor**.
3. A **Consultant** may be an individual or a commercial entity and is a type of Contractor paid through a Purchase Order issued by the UMD Department of Procurement and Strategic Sourcing.
 - 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 UMCP 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-UMD employee hired to provide technical expertise in support of a sponsored project. As a general rule, the activities performed by a non-UMD 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 Subrecipient in the UMD Proposal rather than an individual **Consultant**.