

Agreement for Temporary Expert or Consultant Services

This Agreement for Temporary Expert or Consultant Services (agreement) is entered into between the United States Department of Agriculture (USDA), National Institute of Food and Agriculture (NIFA) and <Reviewer Name> (Advisor).

1. Purpose. Ad hoc reviewers should be used when an application or a critical portion of the application is outside the expertise of the assigned panelists, to replace a missing panelist review, or due to budget restraints, time restraints, or other factors that may warrant the use of Ad hoc reviewers in combination with panelists.

2. Authority. The agreement is authorized pursuant to 5 U.S.C. § 3109(b) and 7 U.S.C. § 2225d.

3. Advisor duties.

(a) The Advisor will complete panelist training; produce detailed individual assessment written reviews of assigned applications; participate in panel discussion and ranking of applications; and complete panel summaries for a subset of assigned proposals as part of the competitive grant review process.

(b) There is no operating authority (policy-setting, work direction, decision-making, etc.) or supervisory authority in this position.

4. Reimbursement of expenses. Unless declined by the Advisor, USDA/NIFA shall reimburse the Advisor for any actual travel or transportation expenses incurred, pursuant to 5 U.S.C. § 5703, at amounts consistent with [Departmental Regulation 2300-005](#) <<https://www.usda.gov/directives/dr-2300-005>>. "Agriculture Travel Regulation."

5. Honorarium. The parties acknowledge that USDA/NIFA has offered the Advisor an honorarium for services provided under this agreement. The Advisor may accept the honorarium if they are a citizen of the United States. By initialing below, the Advisor hereby either accepts or declines the honorarium:

- ☒ (a) Accepted. The Advisor hereby acknowledges they are eligible to receive the honorarium and that the honorarium and any reimbursement under section 4 will be the full and total amount USDA/NIFA pays the Advisor under this agreement.
- ☐ (b) Declined.

6. Gratuitous Services. This section applies only if the Advisor has declined the honorarium in section 5.

(a) The Advisor agrees to provide the services described in section 3 with the full understanding that USDA/NIFA will not compensate, provide any financial benefit to, or reimburse the Advisor under this agreement, except pursuant to section 4 and 5.

(b) The Advisor agrees to make no claim for compensation, financial benefit, or reimbursement of any kind against USDA/NIFA for services provided under this agreement, except pursuant to section 4 and 5.

7. Confidentiality.

(a) The Advisor agrees, in the performance of this agreement, to keep all information contained in source documents or other media furnished by USDA/NIFA in the strictest confidence. The Advisor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Advisor's possession, to those individuals needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Advisor agrees to immediately notify NIFA Research Integrity Officer at Misconduct@usda.gov in writing in the event the Advisor determines or has reason to suspect a breach of this requirement.

(b) The Advisor agrees not to disclose any information concerning the services under this agreement to any persons or individual unless prior written approval is obtained from NIFA Research Integrity Officer at Misconduct@usda.gov

(c) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

8. Ethics rules. The Advisor is subject to the Federal conflicts of interest rules. Pursuant to 18 U.S.C. § 208, the Advisor will not participate personally and substantially in any particular matter that would have a direct and predictable effect upon their financial interests, including those financial interests imputed to them under law. The Advisor further understands that if they have any questions about whether they may properly participate personally and substantially in an official matter under the conflicts of interest rules or the Federal Standards of Ethical Conduct (5 CFR Part 2635), they will promptly contact the USDA Office of Ethics for advice and will follow the guidance provided.

9. Term.

(a) The agreement shall not exceed one year in duration, commencing on <[Date Agreement Signed](#)>. However, either party may unilaterally terminate the agreement in writing, with or without cause, and with or without prior notification to the other party. Neither party may claim damages from the other party or from the United States based on any early termination of this agreement.

(b) This section 9(b) and sections 5, 6, and 7 survive any termination or expiration of this agreement.

10. Modification. The terms of this agreement cannot be modified except by the express, written consent of both parties.

Both parties declare that this document constitutes the sole and complete agreement between them for temporary expert or consultant services.

8.13 Plant Production and Protection-Engineering - Panel A 8.5 Food Science & Nutrition - Panel PI

☐ I Affirm

Please select the checkbox to proceed.

Confidentiality affirmation is required in order to access proposals and enter reviews.

Submit