

**FAYETTEVILLE STATE UNIVERSITY
PERSONAL SERVICES AGREEMENT**

A personal services contract should only be used for services provided by a *professional individual on a temporary or occasional basis (i.e. doctors, dentists, attorneys, architects, professional engineers, scientists, or performers of the fine arts.)*

The following information must be completed by the Fayetteville State University department/unit head requesting services under this agreement. Incomplete or missing information will cause the review of this agreement to be delayed or cancelled.

Name of FSU Department/Unit Head _____
FSU Department _____
Telephone Number _____ Fax Number _____

Legal Name of Contractor _____
Type of Business _____
Business Address: _____
City/State/Zip _____

Department/Unit Head acknowledges that by signing below s/he has determined that Contractor is a ***professional individual (person) who will provide a temporary or occasional service and*** that Contractor is is not an employee of Fayetteville State University or another agency/institution of the State of North Carolina either as a temporary or permanent employee. **If “is” has been checked, a statement setting forth the name of the agency/institution or department in which the Contractor is employed and the nature of the assigned duties must be provided below:**

Agency/Institution/Department _____
Position _____
Assigned Duties _____

Department/Unit head also acknowledges that in accordance with FSU’s Purchasing Policy, the following determinations have been made: (1) funds are available to cover the total cost of the service, (2) the desired level of quality of the service is expected to be adequate and reasonable for the purpose intended, (3) all University rules, regulations and procedures have been or will be complied with, and (4) obtaining the service is in the best interest of the University.

Department/Unit Head also agrees not to allow any work to be done by the Contractor until the agreement has been signed by both the Vice Chancellor for Business and Finance and the Contractor. The Department/Unit Head shall be held personally liable for any work done by the Contractor without a properly executed agreement being in effect.

Signature of Department/Unit Head Date

ALL CONTRACTS BINDING THE UNIVERSITY MUST BE REVIEWED BY THE OFFICE OF LEGAL AFFAIRS PRIOR TO SUBMISSION TO THE VICE CHANCELLOR FOR BUSINESS AND FINANCE. PLEASE ALLOW AT LEAST FIVE (5) WORK DAYS FOR LEGAL REVIEW.

FAYETTEVILLE STATE UNIVERSITY

PERSONAL SERVICES AGREEMENT

Between

Fayetteville State University ("FSU")
1200 Murchison Road
Fayetteville, North Carolina 28301-4298

And

_____ (“Contractor”)
Full Legal Name of Business

In consideration of the promises and conditions contained herein, FSU and Contractor do mutually agree as follows:

TERM

The services of the Contractor are to commence on the ___ day of _____, 20___ and shall be completed by the ___ day of _____, 20___. This term may be extended beyond such completion date if FSU agrees to the extension in writing. Under no circumstances shall this Agreement become effective prior to the date upon which the signatures of all parties to this agreement have been subscribed.

CONTRACTOR’S SERVICES

Contractor agrees to put forth her/his best effort to Contractor perform the following services:

Contractor shall provide its services at the highest standards and warrants that the services to be provided shall be in conformance with this Agreement.

FSU RESPONSIBILITIES

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, FSU shall compensate Contractor in the amount _____ (\$_____.00). This amount is all inclusive.
- B. Payment shall be made upon satisfactorily completion of the terms of this Agreement. FSU's payment term is **NET 30 DAYS**. If Contractor is to be paid in installments, such installments shall be made as follows:

Payment shall be made in _____ equal installments on the _____ of each month or as follows _____.

- C. Payment of compensation to Contractor shall be conditioned upon satisfactory completion of duties as evidenced by approval of the Contractor's invoice by the FSU department/unit head responsible for requesting services under this Agreement. The signature of the authorized representative on the invoice shall be sufficient proof of such approval. Contractor's invoice shall specify the dates, extent, and nature of the performance that has been rendered for which payment is requested.

PROHIBITION AGAINST ASSIGNMENT

The Contractor shall not substitute key personnel assigned to the performance of this contract without prior approval by the Contract Administrator. The individual designated as key personnel for purposes of this contract is _____ (**Contractor's Name**). Work proposed to be performed under this contract by the Contractor shall not be subcontracted without prior written approval to the Contract Administrator

INDEPENDENT CONTRACTOR STATUS

In performing services under this agreement, the Contractor and its employees shall be deemed independent contractors and shall not act as, hold him/herself out as, *nor be an agent or employee of FSU*. As an independent contractor, the Contractor will be solely responsible for determining the means and methods of performing the services required, but may be directed by the University representative, _____. All of the Contractor's activities will be at its own risk and the Contractor is hereby given notice of its responsibility for arrangements to guard against physical, financial, and other risks as appropriate. The Contractor shall observe and abide by all applicable laws and regulations, including but not limited to, those of FSU relative to conduct on its premises. The Contractor agrees to perform the services required hereunder with the standard of professional care, skill, and diligence normally provided in the performance of similar services.

OWNERSHIP OF WORK

To the extent applicable, all work products, including, but not limited to, all correspondence, papers, documents, reports, files, films, and intellectual concepts and properties, and all copies thereof, which Contractor prepares/develops for FSU in the course of performing, or incident to performing Contractor's duties pursuant to this Agreement shall, immediately upon receipt, preparation, or development, become the exclusive property of FSU in perpetuity for any and all purposes. No deliverable items produced in whole or in part under this Agreement shall be the subject to an application for copyright by or on behalf of the Contractor.

Contractor **shall not** without prior written approval of FSU, either during the term of this Agreement or at any time thereafter, directly or indirectly, disclose or give to any person, firm, partnership, corporation, agency or political subdivision of any state or the federal government, or any educational agency, institution or organization, any portion of the above described work products and properties or any confidential information acquired in the course of or as an incident to the performance of Contractor's duties hereunder, for any purpose or reason.

TERMINATION

This agreement may be terminated by FSU at any time, with or without reason, upon written notification thereof to Contractor. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Contractor as of midnight of the second day following the date

of its posting in the United States mail, addressed as first noted herein, in the absence of proof of actual delivery to and receipt by Contractor by mail or other means at an earlier date and/or time.

In the event of termination by FSU, Contractor shall be entitled to an equitable pro-ration of the total compensation provided for herein for service which has been performed as of the date and time of termination.

VERBAL AGREEMENT

This agreement constitutes the mutual agreement of Contractor and FSU in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein shall be binding unless made in writing between the parties hereto.

APPLICABLE LAW

It is agreed between the parties hereto that the place of this contract, its situs and forum, shall be Cumberland County, North Carolina, and in said County and State such matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this agreement, be determined.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless FSU its agents, officers, officials, employees and volunteers from and against all claims, damages, liability, injury, expenses or losses arising out of Contractor's performance under this agreement, except for injury or damage caused by the sole negligence of FSU.

NON-DISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, sex, or the presence of a handicap condition, unlawfully be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

AVAILABILITY OF FUNDS

It is understood and agreed between the Contractor and the FSU that payment of compensation specified in this agreement, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the University for the purpose set forth in this agreement.

IN WITNESS WHEREOF, FSU and Contractor: have executed this agreement consisting of four (4) pages on the date signed below.

CONTRACTOR

FSU

Signature

Robert Botley
Vice Chancellor for Business and Finance

Printed Name

Date

Date