

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

**FAYETTEVILLE STATE UNIVERSITY
CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this ____ day of _____, by and between _____ (hereinafter referred to as Contractor), and Fayetteville State University, 1200 Murchison Road, Fayetteville, North Carolina 28301 (hereinafter referred to as FSU);

WITNESSETH

THAT WHEREAS, the Contractor has submitted to FSU a proposal for the performance of certain services;

WHEREAS, FSU desires to enter into a contract with Contractor for the performance of these services;

WHEREAS, the parties hereto desire to reduce the terms of this agreement to writing;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. Contractor agrees to put forth Contractor's best effort to provide the following professional services:

and FSU agrees to utilize the Contractor for such purposes.

2. In cases of conflict between specific provisions of the Contractor's proposal and this Agreement, this Agreement shall control.

3. The services of the Contractor are to commence on the ____ day of _____, 20__ and shall be completed by the ____ day of _____, 20__.

4. In consideration of the services rendered by Contractor, FSU shall pay the Contractor an amount not to exceed _____ dollars (\$_____) by FSU check. Payment will be made upon receipt of an itemized statement submitted upon satisfactory completion of services. The itemized statement shall include the work performed, the period of time services were performed and the number of hours performed.

Unless otherwise noted, Contractor is responsible for travel, meals, lodging and such other expenses Contractor may incur in the fulfillment of this Agreement.

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 SEVEN (7) DAYS FOR LEGAL REVIEW.

Please initial approval below.

Division Budget Manager FOAP

Vice Chancellor or Athletic Director

General Counsel

5. It is understood and agreed between the Contractor and 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 FSU for the purpose set forth in this agreement.
6. Contractor is retained by FSU only for the purposes and to the extent set forth in this agreement, and Contractor's relation to FSU shall during the term of this agreement be that of an independent contractor. Contractor shall not be considered as having an employee status or as being entitled to participate in any plan, arrangements, or distributions by FSU pertaining to or in connection with any qualified pension plan or providing any other health or welfare plan with similar benefits for regular employees. Contractor shall be responsible for the payment of any taxes due on any monies received by Contractor.
7. 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 _____. Work proposed to be performed under this Contract by the Contractor shall not be subcontracted without prior written approval to the Contract Administrator.

FSU employee designated as the individual responsible for overseeing this Contract (Contract Administrator) shall be _____.

8. Any information, data, instruments, documents, studies, reports or deliverables given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential proprietary information of FSU and not divulged or made available to any individual or organization without the prior written approval of FSU. Such shall be the sole property of FSU and not the Contractor.
9. It is expressly understood and agreed that the copyright(s) in any tangible work-product and tangible expression ("Work") created pursuant to this Agreement, at whatever state of completion, shall be owned by FSU, as the creator/author of the Work, as a "work for hire" as defined in 17 USC 101, and/or by specific assignment of all interests in the Work by execution of this Agreement. It is further agreed that the physical Work is owned by FSU, and it may use the Work in any manner, and Contractor waives all future rights, including the rights of attribution and integrity.
10. Contractor agrees that Contractor shall be responsible for the proper custody and care of any property furnished to Contractor for use in connection with the performance of this Agreement or purchased by FSU for this Agreement and will reimburse FSU for its loss or damage.
11. The Contractor shall be required to comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of Contractor's business, including those of federal, state, and local agencies having jurisdiction and/or authority.
12. Contractor agrees that FSU or the Office of the State Auditor shall have the right to audit the records of the Contractor pertinent to this Agreement both during performance and after completion. The Contractor will retain all records for a period of three (3) years following completion of the Contract.
13. FSU may terminate this agreement at any time by providing thirty (30) days notice in writing from FSU to the Contractor. In addition, if, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, FSU shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and such

termination shall be effective upon receipt. Contractor shall cease performance immediately upon such notice.

In the event of early termination, all finished or unfinished assignments handled by the Contractor shall, at the option of FSU, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the date of termination. Notwithstanding the foregoing, in no event will the total amount due to Contractor exceed the total amount due Contractor under this Agreement.

Contractor shall not be relieved of liability to FSU for damages sustained by FSU by virtue of any breach of this agreement, and FSU may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due FSU from such breach can be determined.

- 14. All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing.

If to FSU: Office of Legal Affairs
 c/o General Counsel
 Fayetteville State University
 1200 Murchison Road
 Fayetteville, NC 28301

If to Contractor: _____

- 15. 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.
- 16. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and suspend all prior oral or written statements or agreements.
- 17. This Agreement may be amended only by written amendments duly executed by FSU and the Contractor.
- 18. All promises, requirements, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations.
- 19. 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.

IN WITNESS THEREOF, the parties have executed this agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first above written.

Fayetteville State University

Contractor

BY: _____
Carlton Spellman
Vice Chancellor for Business and Finance

BY: _____
Signature

OR

Printed Name

BY: _____
Yolanda Bonnette
Associate Vice Chancellor for Business
and Finance

Title

Rev. 8/17