

**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**

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, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FSU and Contractor agree as follows :

1. Contractor agrees to provide FSU with the services described in **Exhibit A** (the “Services”), attached hereto and incorporated by reference as if fully set forth herein.
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.

5. Payment of compensation specified in this Agreement, its continuation or any renewal thereof, is dependent upon and subject to the allocation, appropriation or availability of funds to FSU for the purpose set forth in this Agreement. The Parties agree that in the event FSU, or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total operations that available funding for the payment of the costs for this Agreement is insufficient to continue, it may choose to terminate this Agreement by giving Contractor written notice of said termination, and this Agreement shall terminate immediately without any further liability to FSU.
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 Agreement without prior approval by the Contract Administrator. The individual designated as key personnel for purposes of this Contract is \_\_\_\_\_. The FSU employee designated as the individual responsible for overseeing this Agreement (Contract Administrator) shall be \_\_\_\_\_.
8. Due to Contractor's unique abilities, Contractor shall not subcontract, assign, or transfer any interest in this Agreement without prior written approval of FSU.
9. Contractor shall perform the Services in a workmanlike and professional manner, to the reasonable satisfaction of FSU, that conforms with the scope of work described in Exhibit A and all prevailing industry, commercial, academic, and professional standards.
10. Contractor shall comply with all federal and state requirements concerning equal opportunity and non-discrimination in employment and shall treat all employees equally without regard to their race, color, religion (including belief and non-belief), sex (including, but not limited to pregnancy, childbirth, or related medical condition; parenting; and sexual harassment), sexual orientation, actual or perceived gender identity, age, national origin, disability, veteran status, or genetic information.
11. 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.
12. 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.  
  
Contractor warrants that its Services do not infringe the copyright of others and agrees to release, discharge and hold harmless FSU, its employees and agents, all persons acting under its authority, and those for whom it is acting, from all claims, causes of action and liability of any kind, in law or equity, based upon or arising out of the Services or this Agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement.
13. 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.
14. 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.
15. The State or FSU auditor may audit the records of Contractor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with North Carolina General Statutes §143-49(9) and §147-64.7.
16. 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.

- 17. 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:            \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_

- 18. Contractor shall indemnify, defend, and hold harmless FSU, its trustees, officers, agents, and employees, from liability of any kind, including all claims and losses for injuries to persons or damage to property accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by Contractor in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement. FSU's liability for bodily injury, property damage or any other matter sounding in tort is determined in accordance with the provisions, procedures, and limits of the North Carolina Tort Claims Act, Article 31 of Chapter 143 of the North Carolina General Statutes. FSU does not waive its sovereign immunity or any rights or defenses under the North Carolina Tort Claims Act.
- 19. Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, pandemic or other catastrophic natural event or act of God.
- 20. 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.
- 21. This Agreement may be amended only by written amendments duly executed by FSU and the Contractor.

- 22. 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.
- 23. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, without regard for its conflict of laws provisions, and the exclusive venue for any legal proceedings arising from or incident to this Agreement shall be the state courts sitting in Cumberland County, North Carolina.
- 24. Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.

IN WITNESS WHEREOF, 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.

**FSU**

**Contractor**

BY: \_\_\_\_\_  
Signature  
Vice Chancellor for Business and Finance

BY: \_\_\_\_\_  
Signature

or

\_\_\_\_\_  
Printed Name

BY: \_\_\_\_\_  
Signature  
Associate Vice Chancellor for Finance

\_\_\_\_\_  
Title

**All contractual agreements must be reviewed and initialed by the individuals below prior to submission to the VC for Business and Finance or AVC for Finance for signature.**

Please initial below

\_\_\_\_\_  
Division Budget Manager

\_\_\_\_\_  
FOAP

\_\_\_\_\_  
VC or Athletic Director

\_\_\_\_\_  
GC and VC for LARC

Rev. 06/2022

**EXHIBIT A**  
**Scope of Services**

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