

**CONTRACT FOR PROFESSIONAL SERVICES ("AGREEMENT")**

<b>Institution/Organization ("UNIVERSITY")</b> Appalachian State University Office of Research Address: 287 Rivers St., Suite 382 John E. Thomas Building PO Box 322174 Boone, NC 28608-2174		<b>Institution/Organization ("CONTRACTOR")</b> Name: Address: EIN No.:	
Period of Performance: _____ to _____	Amount: _____	Banner Fund# _____	
ASU Department: _____	Contract monitor: _____		

**General Terms and Conditions**

University and Contractor do hereby enter into a contract under the following terms and conditions:

1. Services - The statement of work and payment terms for this Agreement are as shown in Attachment 1, which is attached hereto and incorporated herein by reference.

2. Status of Contractor - In its performance of services under this Agreement Contractor shall be considered as an independent contractor and not an employee or agent of University. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship, or to allow University to exercise control or direction over the manner or method in which Contractor or Contractor Professionals perform the Professional Services which are the subject matter of this Agreement.

3. Ownership - All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University, and shall be returned to University at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of University, and shall be returned by Contractor to University at termination or expiration of this contract.

4. Records & Audit- Both parties agree to retain this Agreement (including all amendments and Supplements hereto) and any of their books, documents, and records, which may serve to verify the costs of this Agreement for a period of three (3) years after the services contemplated herein, have been performed. Contractor shall allow the North Carolina State Auditor, the University or University's contractor to access, inspect, examine and reproduce any and all contract, financial records or other records related to this Agreement in the custody of Contractor during normal business hours or at any other time deemed reasonable by the parties and otherwise as required by law, including but not limited to, N.C. Gen. Stat. § 147-64.7.

5. Confidentiality - Contractor hereby warrants that it shall comply with all applicable federal and State laws, rules and regulations concerning confidentiality.

6. Termination - Either party may terminate this Agreement upon thirty (30) days' written notice of material default by the other party unless such material default is cured during the notice period. However, no termination will relieve Contractor of the obligations and restrictions applicable to this Agreement. As of the effective date of termination of this Agreement neither party shall have any further rights, or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; or (c) arising as a result of any breach of this Agreement. University may cancel this Agreement upon ten (10) days written notice for any reason, provided that Contractor shall be paid for satisfactory services rendered under this Agreement prior to the effective date of its cancellation.

7. Civil Rights - Contractor agrees to comply with all applicable provisions of state and federal constitutions, laws, regulations and judicial orders pertaining to non-discrimination and equal employment opportunity.

8. Liability - Each party shall be solely liable for any claims, acts, actions, demands or damages arising out of its performance of this Agreement.

9. Indemnity and Insurance - The Contractor agrees to indemnify and hold harmless the University, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

10. Assignment - Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University, which shall be not unreasonably withheld.

11. Amendments - It is understood by both parties that this contract may be modified or amended only by written agreements signed and dully approved by those representatives of both parties so authorized to enter into agreements, and that no amendment or modification shall take effect until so approved by all parties to the agreement.

12. Taxes & Disclosure of Social Security Number - Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement shall be Contractor's obligation and identified under EIN number as shown above. Contractor agrees to provide Contractor's Social Security or EIN Number on this Agreement. This number will be used for tax reporting and administrative purposes. The disclosure for the first use is mandatory; disclosure for the last use is voluntary.

13. Force Majeure - Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, non-appropriation, strikes or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party

14. Severability - The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforcement of any other term provision.

15. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature.

16. Choice of Law - This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with North Carolina law.

UNIVERSITY:

By \_\_\_\_\_ date: \_\_\_\_\_  
Charna Howson - Director, Office Sponsored Programs/ or Amy  
Roberts - Director, Special Funds Accounting

CONTRACTOR:

By \_\_\_\_\_ date: \_\_\_\_\_  
Title:

**1. Scope of Services**

Contractor hereby agrees to furnish the following services:

**2. Payment Terms**

- a. In consideration of the services described in Attachment 1, University hereby agrees to pay the Contractor a maximum fee of \$
- b. Payment will be made only on approval of contractor monitor.
- c. If progress and/or completion to the reasonable satisfaction of the University is obtained, payments are scheduled as follows: