

**INSTRUCTIONS FOR COMPLETING
STANDARD CONTRACTS FOR DEPARTMENTS**

North Carolina Central University
Purchasing Department P.O. Box 19707 Durham, NC 27707 919-530-6329

CONTRACT FOR PERSONAL SERVICES

Between

North Carolina Central University (hereinafter "University")
1801 Fayetteville Street
Durham, North Carolina 27707

And

In consideration of the promises and conditions contained herein, North Carolina Central University and the Contractor do mutually agree as follows:

I. Contractor Duties

Contractor shall perform the services outlined in the attached Scope of Work (SOW). See Exhibit A.

General Objective of Contract

Term of Contract (Dates From / To)

II. Duties of North Carolina Central University

A. In consideration of Contractor's satisfactory performance of the duties set forth herein, University shall compensate Contractor in the amount of: \$ _____.

Author
Comment [1]: STEP ONE - Complete all of the contractor's information in this section.

Author
Comment [2]: STEP TWO: Complete the Scope of Work included Attachment A. See additional comments in Attachment A for more information regarding what should be included in the Scope of Work.

Author
Comment [3]: STEP THREE: State what the general objective of the contract will be. This is typically a brief description; more detailed information will be provided in the Scope of Work. Please make sure that the general objective of the contract is consistent with the Scope of Work?

Author
Comment [4]: STEP FOUR: Insert the beginning and ending dates for the contract. The dates included here should be consistent with the dates included in the Scope of Work. The beginning date of the contract should not have already passed. The contract should be signed following the beginning date of the contract.

Author
Comment [5]: STEP FIVE: Insert the total cost for the contractor's services here. Be sure that the amount included here is consistent with the documents that the vendor has submitted regarding the cost for providing services.

NOTE: Prior to submitting your contract to Purchasing, be sure that your Department has sufficient funding to proceed with entering into a contract with this vendor.

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To **include all expenses** incurred by Contractor including but not limited to travel, lodging, office supplies, communication and miscellaneous administrative expenses.

B. Payment shall be made to Contractor as follows:

1. The NCCU Purchasing Department shall issue a unique **purchase order number** to Contractor for the services detailed herein. The purchase order identifies the dollar amount and the time covered by the order.

2. Upon satisfactory completion of approved aspects of its duties, Contractor shall submit an invoice requesting payment and **referencing the purchase order number** to:

North Carolina Central University
Attn: Accounts Payable Office
P. O. Box 19737
Durham, North Carolina 27707
919-530-6360

University's payment term is **Net 30 DAYS after receipt of invoice.**

Payment of compensation to Contractor **shall be conditioned upon satisfactory completion of its duties as evidenced by approval of University's Representative.** The signature of the authorized representative on the invoice shall be sufficient proof of such approval.

Contractor's invoices shall specify the dates, extent, and nature of the performance rendered for which payment is requested.

If Contractor is not a resident of North Carolina and is not otherwise exempt from federal income taxation or exempt under N.C. General Statute 105-163.3, UNIVERSITY shall withhold a 4% nonresident income tax from payment(s) greater than \$1,500 to Contractor during any one calendar year for personal services in the form of a performance, an entertainment or athletic event, a speech (including an academic lecture), or the creation of a film, radio, or television program, in accordance with N.C. General Statutes 105-163.1 and 105-163.3. If Contractor is exempt from federal income taxation, Contractor must provide to UNIVERSITY a copy of its determination letter from the IRS, which indicates that Contractor has been granted tax exempt status, which must accompany this Agreement when Contractor signs and returns this Agreement to UNIVERSITY.

III. Prohibition against Assignment

Neither this contract nor any interest therein may be assigned by either party, without first obtaining the written consent of the other party.

IV. 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 himself/herself out as, nor be an agent or employee of the University. 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's 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 North Carolina Central University 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.

V. Ownership of Work and Restriction against Dissemination

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 the Contractor prepares/develops for the University 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 the University in perpetuity for any and all purposes.

Contractor shall not, without prior written approval of the University, either during the term of this agreement or 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.

VI. Termination

This agreement may be terminated by the University any time, with or without reason, upon a **30 day** 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

Author

Comment [6]: STEP SIX: Insert the name of the appropriate person **from the University** who will be responsible for managing the contract and ensuring that the contracted services are completed by the vendor.

This individual should typically not be a Vice Chancellor or Dean, but rather an individual in the Department who has knowledge about the contract and the ability to answer questions regarding the reasons why the contract was entered into and the services the vendor is responsible for providing the University.

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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 the University, Contractor shall be entitled to an equitable proration of the total compensation provided for herein for uncompensated services which have been performed as of the date and time of termination, and to the reimbursement of expenses incurred as of the date and time of termination but solely to the extent such expenses are reimbursable pursuant to the provisions of this agreement.

VII. Verbal Agreement

This agreement constitutes the mutual agreement of Contractor and North Carolina Central University 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.

VIII. Applicable Law

This agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

IX. Indemnification

Contractor agrees to indemnify and hold the University harmless from any claim, damage, liability, injury, expense or loss arising out of Contractor's performance under this agreement, except for injury or damage caused by the sole negligence of the University.

X. Non-Discrimination

No person shall, on the ground of race, creed, color, national origin, sex, marital status, affectional affiliation, or the presence of any sensory, mental or physical disability, 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.

XI. Effective Date-Duration

This agreement shall commence on dates listed in Section I (Contractor Duties – Term of Contract) *provided that* in no case shall this agreement become effective prior to the date upon which the signatures of all parties to this agreement have been subscribed hereto. This

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agreement shall terminate on the date specified in Section I (Contractor Duties – Term of Contract) above or as specified in any termination notice as outlined in Section VI (Termination) with the sole exception of Section IV (Ownership of Work Products and Restriction against Dissemination), which shall continue to bind the parties, their heirs and successors.

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

Contractor North Carolina Central University

By _____ By _____
(Contractor Signature) (NCCU Signature)

Date _____ Date _____

Author
Comment [7]: STEP SEVEN: Obtain the contractor's signature prior to submitting the document to Purchasing. The agreement should be signed by the same individual who is listed on Page 1 of this agreement.
Also, check to make sure that the contractor has dated the agreement.

Attachment A

Scope of Work (SOW)

Type Scope of Work here or reference separate document.
[Multiple horizontal lines for text entry]

Author
Comment [8]: STEP TWO (continued):
The Scope of Work provision is one of the most important provisions of the contract. The University can only hold the vendor accountable and responsible for fulfilling the duties that are set forth in the Scope of Work. A Scope of Work that merely generally describes the work that will be performed limits the University's ability to hold the vendor accountable for performing specific duties.
The Scope of Work should include the following:
1) Detailed description of the services that the vendor will provide for NCCU, including:
a) the type of work the vendor will perform;
b) deliverables that the vendor should provide NCCU at the completion of the work;
c) date by which the work should be completed; if the vendor has multiple deliverables, a due date should be included for each deliverable that the vendor is responsible for providing; and
d) whether or not the vendor will require any University resources in order to complete the work (including data, access to computer information systems, etc.)
2) Overall timeline for the completion of the services from commencement of the work until the conclusion of the work.

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