

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

Name: _____ **SS#:** _____ **(hereinafter "Contractor")**

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

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: \$_____.

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

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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.

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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 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

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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 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.

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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 _____
(Contractor Signature)

By _____
(NCCU Signature)

Date _____

Date _____

