

FAYETTEVILLE STATE UNIVERSITY  
PERSONAL SERVICES AGREEMENT

A personal services contract should only be used for services provided by a *professional individual on a temporary or occasional basis* (i.e. doctors, dentists, attorneys, architects, professional engineers, scientists, or performers of the fine arts.)

The following information must be completed by the Fayetteville State University department/unit head requesting services under this agreement. Incomplete or missing information will cause the review of this agreement to be delayed or cancelled.

Name of FSU Department/Unit Head \_\_\_\_\_  
FSU Department \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Legal Name of Contractor \_\_\_\_\_  
Type of Business \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

Department/Unit Head acknowledges that by signing below s/he has determined that Contractor is a ***professional individual (person) who will provide a temporary or occasional service and that*** Contractor is \_\_\_\_\_ or is not \_\_\_\_\_ of Fayetteville State University or another agency/institution of the State of North Carolina either as a temporary or permanent employee. **If “is” has been checked, a statement setting forth the name of the agency/institution or department in which the Contractor is employed, and the nature of the assigned duties must be provided below:**

Agency/Institution/Department \_\_\_\_\_  
Position \_\_\_\_\_  
Assigned Duties \_\_\_\_\_  
\_\_\_\_\_

Department/Unit head also acknowledges that in accordance with FSU’s Purchasing Policy, the following determinations have been made: (1) funds are available to cover the total cost of the service, (2) the desired level of quality of the service is expected to be adequate and reasonable for the purpose intended, (3) all University rules, regulations and procedures have been or will be complied with, and (4) obtaining the service is in the best interest of the University.

Department/Unit Head also agrees not to allow any work to be done by the Contractor until the agreement has been signed by both the Vice Chancellor for Business and Finance and the Contractor. The Department/Unit Head shall be held **personally liable** for any work done by the Contractor without a properly executed agreement being in effect.

Signature of Department/Unit Head \_\_\_\_\_ Date \_\_\_\_\_

**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.**

<b>Please initial approval below.</b>			
Division Budget Manager	FOAP	Vice Chancellor or Athletic Director	General Counsel

**FAYETTEVILLE STATE UNIVERSITY  
CONTRACT FOR PERSONAL SERVICES**

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

1. Contractor agrees to provide FSU with the following services (the "Services"):

---

---

---

---

Contractor shall perform the Services in a workmanlike and professional manner.

2. The services of the Contractor are to commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and shall be completed by the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.
3. 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 after 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.

4. Payment of compensation specified in this Agreement, its continuation, or any renewal is dependent upon and subject to the allocation, appropriation or availability of funds to FSU for the purpose set forth in this Agreement.
5. 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. Contractor shall be responsible for the payment of any taxes due on any monies received by Contractor.
6. 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 \_\_\_\_\_.
7. Due to Contractor's unique abilities, Contractor shall not subcontract, assign, or transfer any interest in this Agreement without prior written approval of FSU.

8. Contractor shall comply with all federal and state requirements concerning equal opportunity and non-discrimination in employment and shall treat all its employees equally.
9. Any information, data, 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. Such shall be the sole property of FSU and not the Contractor.
10. To the extent applicable, all work products which Contractor prepares/develops for FSU 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 FSU in perpetuity for any and all purposes. No deliverable items produced in whole or in part under this Agreement shall be the subject to an application for copyright by or on behalf of the Contractor.

Contractor **shall not** without prior written approval of FSU, either during the term of this Agreement or at any time thereafter, directly or indirectly, disclose or give for any purpose or reason 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.

11. 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.
12. 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.
13. The State or FSU auditor may audit the records of Contractor during and after the term of this Agreement to in accordance with North Carolina General Statutes §143-49(9) and §147-64.7.
14. 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.

15. 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.

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

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. 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.
17. 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.
18. 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.
19. This Agreement may be amended only by written amendments duly executed by FSU and the Contractor.
20. 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.
21. This Agreement and the rights and obligations of the Parties 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.

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.

**Fayetteville State University**

**Contractor**

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

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

or

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

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

\_\_\_\_\_  
Title