ELIZABETH CITY STATE UNIVERSITY

# Contract for Professional Services

THIS CONTRACT is made and entered into on this the ____ day of _____, 20___, by and between **ELIZABETH CITY STATE UNIVERSITY**, a constituent institution of the University of North Carolina (hereinafter referred to as "ECSU), on behalf of its Select a Division/Department, and _____. (hereinafter referred to as "Independent Contractor"), having a business address of _____ _____.

RECITALS:

WHEREAS, Contractor is in the business of providing _____;

and

WHEREAS, ECSU seeks to engage Contractor to provide _____ services for its _____;

NOW, THEREFORE, in consideration of the mutual promises and agreements of the parties, the parties mutually agree as set forth below:

**1. SERVICES AND TERM.**

Independent Contractor shall provide professional _____ services for the _____, including but not limited to the following:

A. _____ _____;

B. _____ _____;

C. _____ _____;

D. _____ _____;

E. _____ _____;

F. _____ _____;

G. _____ _____;

H. _____ _____.

The term of the contract covers professional services to be rendered during the period beginning on _____ _____, 20____ and ending on _____ _____, 20____.

**2. WARRANTY OF SERVICES.**

Independent Contractor warrants that Independent Contractor is in the business of providing the services as described in PARAGRAPH 1 above, and is fully able to perform the work in accordance with the highest professional standards and that Independent Contractor will perform at the designated event.

**3. COMPENSATION.**

In consideration of the services rendered by Independent Contractor, ECSU agrees to pay Independent Contractor up to a maximum amount not to exceed _____ _____ Dollars and _____ Cents ($_____.___), subject to possible 4% withholding pursuant to PARAGRAPH 5 below. Payment of the fee shall be made by university check payable to _____, with an address of _____ according to the following schedule:

a. (Only if applicable) A deposit in the amount of _____ _____DOLLARS and _____ CENTS ($_____.____), subject to possible withholding pursuant to SECTION 5 below, shall be paid following ECSU's receipt of this contract properly executed by the Independent Contractor without modification in duplicate (2) original counterparts. The advance deposit is being paid by ECSU in order for the Independent Contractor to reserve the ECSU engagement date. The deposit shall be refunded to ECSU if the Independent Contractor fails to perform.

b. The balance in the amount of _____ _____DOLLARS and _____ CENTS ($_____.____), subject to possible withholding pursuant to SECTION 5 below, shall be paid within 30 days following receipt of an itemized statement/ invoice of prior services rendered on _____ _____, 20_____.

**4. EXPENSES.**

Select _____ is responsible for all official travel expenses, meals, lodging, and such other costs and incidentals Independent Contractor shall incur in the fulfillment of this contract, consistent with NC State regulations and requirements concerning travel expenses.

**5. NONRESIDENT 4% TAX WITHHOLDING.**

The parties understand and agree that, under North Carolina Law, if the independent contractor is a non-resident individual, then four percent (4%) of the compensation listed in PARAGRAPH 3 above that represents compensation for services performed in North Carolina must be deducted and withheld and deposited with the North Carolina Secretary of Revenue and reported as income to contractor, if:

5.1. Contractor's total compensation for a calendar year is, or is likely to be, more than $1,500; and,

5.2. Contractor's work concerns a performance, an entertainment, an athletic event, a speech, or the creation of a film, radio, or television program; and,

5.3. Contractor is a nonresident individual, or a corporation or a limited liability company formed under the laws of a state other than North Carolina without a

certificate of authority from the North Carolina Secretary of State, or a foreign limited or general partnership without a permanent place of business in North Carolina; and,

5.4. Contractor is neither a tax-exempt entity under North Carolina General Statutes, section 105-130.11, nor an ordained or licensed member of the clergy.

To claim an exception to withholding, Contractor must have a certificate of authority from the North Carolina Secretary of State or a permanent place of business in the State of North Carolina, which must be listed at the end of this contract.

**6. COPYRIGHT OWNERSHIP.**

It is expressly understood and agreed that the copyright(s) in any tangible work-product and tangible expression ("Work") created pursuant to this contract, at whatever state of completion, shall be owned by ECSU, 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 contract. It is further agreed that the physical Work is owned by ECSU, and it may use the Work in any manner, and Contractor waives all future rights, including the rights of attribution and integrity.

**7. WAIVER OF PERFORMANCE BOND.**

Because satisfactory performance is required prior to payment under this contract, a performance bond otherwise required of Independent Contractor by regulations of the State of North Carolina is hereby waived.

**8. FORCE MAJEURE.**

8.1. If either party's obligations under this Agreement is materially hampered, interrupted, or interfered with by reason of fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, or act of God, or by the enactment, issuance, or operation of any municipal, county, State or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency, then reasonable attempts shall be made to reschedule the on-site training at a mutually agreeable date and time. If no alternate date(s) can be agreed upon, then the parties shall be relieved from the obligations of this Agreement.

8.2. If Independent Contractor fails to perform services for any reason other than set forth in Section 8.1 above, ECSU shall have no obligation to pay the fee set forth herein and shall be entitled to a refund of any deposit if paid in advance.

**9. LICENSURE.**

If Independent Contractor's professional services require a license, Independent Contractor shall provide ECSU with documentation from the applicable North Carolina licensing board evidencing current licensure.

**10. INSURANCE/INDEMNIFICATION.**

Independent Contractor shall furnish all workers' compensation, liability insurance, and other insurance as may be required to protect Independent Contractor and the State of North Carolina from claims that may result from Independent Contractor's performance of this contract.

Contractor holds ECSU, its Board of Trustees, employee(s), and/or agent(s) harmless from any claim(s), legal suit(s) or legal proceeding(s) arising out of Contractor's obligations under this Agreement or the breach of Contractor's obligations as described in this Agreement, including indemnifying ECSU for reasonable expenses in defending such claims, suits, or proceedings.

**11. ASSIGNMENT.**
This contract is for professional services and shall not be assigned without prior approval.

**12. USE OF CONTRACT FOR ADVERTISING.**
Independent Contractor may not use this contract for advertising purposes without the prior written approval of ECSU.

**13. USE OF NAMES AND MARKS.**
Independent Contractor will not use the marks or names of ECSU for any purposes without prior written approval of ECSU.

**14. GOVERNING LAW; EXCLUSIVE JURISDICTION.**
This contract shall be governed, construed, and enforced by the laws of the State of North Carolina (excluding any conflict of laws provisions of the State of North Carolina which would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding shall be brought in the courts located in North Carolina. Independent Contractor consents to the exclusive personal jurisdiction and venue of the courts located in North Carolina.

**15. TERMINATION.**
Either party may terminate this contract by providing the other party with thirty (30) days advance written notice from the effective date of termination.

If to ECSU: _____
Elizabeth City State University
1704 Weeksville Road, Campus Box _____
Elizabeth City, NC 27909

If to Independent Contractor: _____
_____
_____

**16. AVAILABILITY OF FUNDS.**
This contract is subject to the availability of funds to pay amounts due under this contract.

**17. COMPLIANCE WITH STATE AND FEDERAL LAWS.**
The parties shall comply with all federal, state, and municipal laws, rules, and regulations that are applicable to the negotiation and performance of this contract.

**18. VEVRAA REQUIREMENT.**
ECSU is subject to the requirements of the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA). **This Contractor and subcontractor shall abide by the**

**requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

**19. SECTION 503 REQUIREMENT.**

ECSU is subject to the requirements of Section 503 of the Rehabilitation Act of 1973. **This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**20. NO AGENCY OR EMPLOYMENT RELATIONSHIP.**

This contract shall in no way be interpreted as creating an agency or employment relationship between the parties. Independent Contractor shall have exclusive control over the manner in which its obligations are performed under this Agreement.

**21. SEVERABILITY.**

If any part of this contract is held to be in violation of any law, the provisions held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties.

**22. MODIFICATION IN WRITING.**

This contract may be modified only by written amendment executed by the authorized representatives of both parties.

**23. ENTIRE AGREEMENT**.

This contract states the entire agreement between the parties as of the effective date in respect to the subject matter of the agreement and supersedes any previous written or oral representations, statements, negotiations, or agreements.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

IN AGREEMENT to the foregoing, the parties, or their authorized representative, hereby affix their signatures in original counterpart(s).

**ELIZABETH CITY STATE UNIVERSITY**

By: _____
Select the name of ECSU's authorized signer

Title: Select the title of ECSU's authorized signer

Date: _____

**INDEPENDENT CONTRACTOR**

By: _____

Printed Name: _____

Title: _____

Fed. Tax ID#: _____

Date: _____

State of Incorporation: _____

Sec. of State Corp. ID: _____