

This Agreement is entered into between North Dakota State University - _____ hereinafter referred to as "NDSU" and _____ hereinafter referred to as "Consultant".

Name and Address of North Dakota State University Contact Person:

Department Name: _____

Contact Name: _____

Phone Number: _____

Name and Address of Consultant Contact Person:

Company Name: _____

Contact Name: _____

Address: _____
Street Address City State Zip

Phone Number: _____

Is Consultant a current NDSU Employee? Yes No

If yes, all NDSU employees must be paid through the HR/Payroll System. Please see *Relationship of the Parties* section below. (Contracted Services Agreements cannot be used for employees.)

Is Consultant a past NDSU Employee? Yes No If yes, list last date of employment: _____

Services: The services the Consultant agrees to provide are:

Effective Date and Duration: This contract shall be for the period of _____ through _____ with an option to be extended for an additional _____ months for a maximum of up to _____ years if mutually agreed upon by both parties as set forth in a written amendment to this contract.

Compensation: NDSU agrees to pay the Consultant as follows:

Relationship of the Parties: It is mutually agreed the Consultant is an independent contractor and not an employee of NDSU for purposes of this agreement. It is understood that the Consultant is not subject to the supervision and control of NDSU. No agency, employment or partnership is created by this Agreement. Each of the parties will be solely and entirely responsible for its own acts and/or the acts of its employees or agents. No benefits provided by NDSU to its employees, including unemployment and workers' compensation insurance, will be provided to the Consultant or his/her/its employees.

Disclosure: "NDSU has an obligation to make information available to the campus on where to get information about Registered Sex Offenders who are working on NDSU property. You are obligated to inform NDSU Campus Police, in advance of any of your employees being on NDSU property, of any such employee who is a Registered Sex Offender. This obligation includes property owned or controlled by NDSU that is at locations other than the main campus (for example, the Equine Center, Downtown Campus, Research Extension Centers, etc.)."

**Contracted Services Agreement - Consultant
North Dakota State University**

Materials: No products or building materials used as a temporary or permanent element in the construction of a building will be allowed which have any form of asbestos containing material. Contractors shall be responsible to monitor shop drawings and product literature to verify the make-up of materials to be used in the building, and to remind material suppliers that their products must not contain asbestos. Contractors shall notify the NDSU Project Manager and the Project Architect/Engineer (if applicable) immediately of any materials which are suspected of containing asbestos, and shall not disturb or attempt to abate any asbestos containing material.

Access to Records: The Consultant shall adequately account for and maintain reasonable records for his performance under this Agreement and allow access to these records by NDSU, the ND State Auditor or their agents as may be necessary for audit purposes and in determining compliance with the terms of this Agreement.

The Consultant shall submit a record of expenditures incurred for the performance and completion of this agreement. NDSU may verify all expenditure receipts and disperse funds in an amount equal to the approved expenditures.

The Consultant must retain all records pertaining to this Agreement for a period of three years from the completion date of this Agreement. If any litigation, claim or audit is started before the expiration of the three-year period, the records must be retained until the litigation, claim or audit findings have been resolved.

Indemnification: The Consultant agrees to indemnify, save and hold harmless the State of North Dakota, its agencies, officers and employees (State) from any and all claims of any nature, including costs, expenses and attorney fees which may in any manner arise out of or the result from any acts or omissions in performing work or activities under the Agreement, except for claims arising out of the State's own acts.

Insurance: The Consultant shall secure and keep in force during the term of this Agreement from insurance companies authorized to do business in the North Dakota:

1) Commercial general liability; 2) professional liability; 3) automobile liability; 4) workers compensation insurance (if required by law), all covering the Consultant for any and all claims of any nature including all costs, expenses, and attorneys' fees that may in any way arise out of or the result of this agreement.

The Consultant shall furnish the NDSU contact person with a certificate of insurance as evidence that these policies are in effect.

The minimum limits of liability are: Professional Liability & Automobile Liability - \$250,000 per person and \$1,000,000 per occurrence.

Professional Liability - minimum coverage limit of \$500,000. Workers Compensation - statutory limits.

These policies may not be canceled or modified without thirty- (30) day's prior written notice to NDSU.

Non-discrimination: The Consultant agrees that no part of this Agreement shall be performed in a manner which illegally discriminates against any person on the basis of age, color, physical or mental disability, pregnancy, gender expression/identity, genetic information, marital status, national origin, public assistance status, race, religion, sex, sexual orientation, or status as a U.S. Veteran.

Certification: Acceptance of this contract constitutes certification that the Recipient is not proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Modification: This Agreement contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents or either party, that are not contained in this agreement are valid or binding. This Agreement may not be enlarged, modified, or altered except by written amendment by the parties.

Termination: This Agreement may be terminated at any time upon the written mutual consent of the parties. Either party may terminate or suspend performance of this Agreement for failure of the other party to perform any of the services, duties or conditions contained in this Agreement after giving the other party written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period. NDSU may also terminate this Agreement if at the end of a State biennial period, the North Dakota State Legislature has not appropriated sufficient funds in the next biennium for the payment(s).

The above remedies are in addition to any other remedies provided by law or the terms of the agreement.

Contracted Services Agreement - Consultant

North Dakota State University

Severability: If one part of this agreement is held to be illegal, void or in conflict with any North Dakota law, the validity of the remainder of this agreement remains operative and binding.

Assignment, Transfer and Subcontracting: There will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. No services required under this Agreement may be performed under subcontract unless both parties agree in writing.

Notice: All notices relating to this Agreement will be in writing and given to the contact person at the address provided for in the Agreement.

Venue: This Agreement will be controlled and interpreted according to the laws of the State of North Dakota. Venue for any actions arising from this Agreement shall be in Cass County, State of North Dakota.

Conflict of Interest: Consultant, in performing services under Article 1 for NDSU, shall not have, directly or indirectly, any current or promised future financial or other personal interest in the prospective new businesses with which Consultant is making contacts on NDSU's behalf. Such financial or other personal interest may create a Conflict of Interest (COI) for Consultant and NDSU. If an actual or potential COI exists, Consultant must immediately disclose such actual or potential COI to NDSU. NDSU will then review the disclosure of the COI, and determine the impact on this Agreement and whether Consultant's ability to provide objective advice has been impaired. Consultant and/or NDSU may propose COI oversight measures to mitigate the actual or potential conflict.

By signing this Agreement, Consultant certifies to the best of his knowledge and belief that no actual or potential conflict exists. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. NDSU reserves the right to cancel or amend this Agreement if Consultant failed to disclose a potential conflict, which he knew or should have known about, or if Consultant provided information that is materially false or misleading.

Parking Regulations:

Vendors, Contractors and Service Providers: Vendors, contractors, consultants, and service providers may be eligible to purchase an annual vendor permit for the academic school year by submitting an application to NDSU Parking and Transportation Services. Annual vendor permits are not allowed in: no parking zones, fire lanes, sidewalks, state fleet lot, and reserved spaces.

Vendors who perform services to University buildings and property, in easily recognizable service vehicles painted with a "branded/logo signature" or an appropriately sized magnetic or attached sign, are allowed to park in a reasonable manner on campus. Contractors working on designated projects may be assigned to a specific lot or area.

For more information: <http://www.ndsu.edu/parking/parkingregulations/>

Execution:

Consultant Signature

Date

Print Consultant Name

Are you a current or past NDSU Employee? Yes No

If yes, see *Relationship of the Parties* section above.

Are you a U.S. citizen, U.S. national, or a permanent resident of the United States? Yes No

Copy of the certificate of insurance has been/is being provided to contact person at NDSU? See *Insurance* section above. Yes No

Dept Authorized Signature

Print Dept Authorized Signature Name

NDSU Director of Purchasing Signature

Date

Print Director of Purchasing Name

Please print this form.

Route this form to:

Purchasing
17 Old Main
Phone: (701) 231-8954
Fax: (701) 231-7050