

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

School of Government Services

This Independent Contractor Services Agreement (this “**Agreement**”), made and entered into effective as of the last date signed below, is by and between _____ (“**Contractor**”) and The School of Government Services (“**SOG Services**”).

WITNESSETH

WHEREAS, SOG Services desires to engage Contractor for the performance of certain services; and,

WHEREAS, SOG Services and Contractor desire to reduce the terms of their agreement to writing;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. **Services**. Contractor shall provide SOG Services the services described on the attached statement of work (“**Statement of Work**”). References to the “**Agreement**” shall mean the main body of this Agreement and the Statement of Work, collectively.
2. **Payment Terms**. SOG Services agrees to pay the Contractor the amount or amounts set forth on the attached Statement of Work in consideration of the services rendered by the Contractor. Unless otherwise designated in the Statement of Work, the fee to be paid by SOG Services as shown on the Statement of Work is a fixed, not-to-exceed fee. Payment terms are net thirty (30) days after SOG Services’s receipt and approval of an invoice from Contractor.
3. **Key Personnel**. Contractor shall not substitute key personnel assigned to the performance of this Agreement without prior written approval by SOG Services’s designated contract administrator. The Contractor’s key personnel, for purposes of this Agreement, are the Contractor’s personnel listed on the Statement of Work.
4. **Travel Expenses**. If the Statement of Work states that SOG Services will reimburse Contractor for Contractor’s travel expenses, then such reimbursement rates must be detailed in the Statement of Work. Contractor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. Unless otherwise agreed by the parties, all Contractor-incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt, and shall be paid by SOG Services within thirty (30) days after invoice approval. SOG Services will reimburse travel allowances only for days on which the Contractor is required to be in North Carolina performing services for which it is necessary to be on site under this Agreement. Contractor shall not bill SOG Services for travel time unless agreed in advance by SOG Services in writing.
5. **Ownership of Work Product**. Unless otherwise agreed in writing by the parties, deliverables developed or prepared specifically for SOG Services hereunder (the “**Deliverables**”) shall be deemed “works made for hire” under the federal copyright laws. Contractor hereby assigns to SOG Services any and all rights, title and interest, including, without limitation, copyrights, trade secrets and proprietary rights to the Deliverables. To the extent the Deliverables include data, modules, components, designs, utilities, subsets, objects, processes, tools, models and specifications (“**Technical Elements**”) owned or developed by Contractor prior to, or independently from, its engagement hereunder, Contractor retains ownership of such Technical Elements and Contractor hereby grants to SOG Services a perpetual, worldwide, fully paid-up limited license to use such Technical Elements for SOG Services related purposes.

6. **Independent Contractor.** The Contractor is an independent contractor, and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor and its personnel are not employees or agents of SOG Services. Nothing herein is intended or will be construed to establish a joint venture, partnership, trust, or agency relationship between the parties.
7. **Insurance Coverage.** Contractor shall maintain insurance from a financially sound and reputable insurance company covering the operations of Contractor contemplated by this Agreement in at least such amounts and against at least such risks as are usually insured against in the same general area by companies engaged in the same or a similar business as Contractor.
8. **Confidentiality; Care of Information.**
 - (a) *Confidentiality.* Any information, data, documents, studies and reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of SOG Services.
 - (b) *Response to Third-party Requests for SOG Services or The University of North Carolina at Chapel Hill ("University") Data.* If Contractor is served with a subpoena related to SOG Services or University data, then, unless prohibited by law, Contractor will provide prior notice of such subpoena to SOG Services to allow SOG Services an opportunity to seek injunctive relief before disclosure of the information.
 - (c) *Protection of SOG Services and University's Sensitive and Confidential Information.* Contractor shall safeguard and protect Sensitive and Confidential Information of SOG Services and the University in accordance with all applicable laws and regulations and consistent with information security best practices. "Sensitive and Confidential Information" means any of the following: "Personal Information" under the North Carolina Identity Theft Protection Act of 2005, confidential "personnel information" under the State Personnel Act, "Protected Health Information" under the Health Insurance Portability and Accountability Act (HIPAA), student "education records" under Family Educational Rights and Privacy Act (FERPA), "customer record information" under Gramm Leach Bliley Act (GLBA), "card holder data" under the Payment Card Industry Data Security Standard (PCI-DSS) and the Payment Application Data Security Standard (PA-DSS), and any information protected from disclosure under the North Carolina Public Records Act. Sensitive and Confidential Information must be restricted by Contractor to those with a legitimate business need for access to such information. For purposes of illustration, Sensitive and Confidential Information may appear in research data, student data, financial donor information, system access passwords, information security records, and information file encryption keys. If Contractor becomes aware of a confirmed or suspected exposure of Sensitive and Confidential Information of SOG Services or the University, Contractor shall notify as promptly as possible SOG Services.
9. **Indemnification.** Contractor shall indemnify and hold SOG Services, its board members, officers, employees, and agents (collectively, "Indemnitees") harmless against all costs, fees, expenses, damages, and liabilities of any kind incurred by the Indemnitees arising from or related to (i) the services of Contractor; (ii) a breach of this Agreement by Contractor; or (iii) any misconduct or negligence of Contractor.
10. **Subcontracting; Assignment.** The Contractor may not subcontract the performance of services under this Agreement without the prior written consent of SOG Services. The Contractor may not assign this Agreement to another party without the prior written consent of SOG Services.
11. **Availability of Funds.** Payment of compensation specified in this Agreement beyond the current fiscal year, and any continuation or renewal of this Agreement, is dependent upon and subject to SOG Services' availability of funds for the purpose set forth in this Agreement.
12. **Termination.**
 - (a) SOG Services may terminate this Agreement at any time by giving 30 days prior notice in writing to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Agreement for any reason, SOG Services shall have the right to terminate this Agreement by giving written notice to the Contractor and termination will be effective upon receipt.

Contractor shall cease performance immediately upon receipt of such notice.

(b) In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs reasonably incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to SOG Services. Notwithstanding the foregoing, in no event will the total amount due to Contractor exceed the total amount due Contractor under this Agreement. The Contractor shall not be relieved of liability to SOG Services for damages sustained by SOG Services by virtue of any breach of this Agreement, and SOG Services may withhold any payment due to the Contractor for the purpose of setoff until such time as SOG Services can determine the exact amount of damages due SOG Services because of the breach.

13. **Amendments.** This Agreement may not be amended orally or by performance. Any amendment, in order to be effective, must be made in written form and signed by duly authorized representatives of SOG Services and Contractor.
14. **Advertising.** Contractor shall not use the existence of this Agreement or the name, logo, images or trademarks of SOG Services as a part of any marketing or commercial advertising without prior written approval of SOG Services.
15. **Compliance with Laws.** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to its operations, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **Care of Property.** Contractor shall be responsible for the proper custody and care of any SOG Services or University property furnished it for use in connection with the performance of this Agreement or purchased by it for this Agreement and will reimburse SOG Services for loss of damage of such property.
17. **Prohibition on Vendor Gifts.** Gifts from the Contractor, or any vendor related to this agreement, may not be made to any officer or employee of SOG Services, or the University, whose job responsibilities include awarding or administering SOG Services contracts.
18. **Governing Laws: Venue.** This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. In the event the parties are unable to resolve any dispute relating to this Agreement, the exclusive venue for any judicial action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in the State of North Carolina.
19. **Counterparts and Facsimile Signature.** This Agreement and any amendments may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic images of signatures shall be considered original signatures unless prohibited by Applicable Law.
20. **Entirety: Severability: No Waiver: Survival.** This Agreement and any documents incorporated specifically by reference constitutes the entire agreement of the parties on the specific subject matter hereof and supersedes all prior representations, understandings and agreements between the parties with respect to such subject matter. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The provisions in this Agreement that by their sense and context are intended to survive the completion of performance and termination of this Agreement shall so survive the completion of performance and termination of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, and intending to be bound hereby, the parties have executed this Agreement, in their official capacities on the day and year listed below.

CONTRACTOR

Signature: _____

Name:

Title:

Date:

SOG SERVICES

Signature: _____

Name:

Title:

Date:

Statement of Work