



**WINSTON-SALEM**  
STATE UNIVERSITY

## Internal Routing Page

Contract Tracking Number \_\_\_\_\_

*The following departments have reviewed the Agreement:*

**1. Winston-Salem State University Office of Sponsored Programs**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**2. Winston-Salem State University Purchasing Department**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Grant Funded Contractual Services Agreement

**Contract Tracking Number** \_\_\_\_\_

The Agreement (“Agreement”) is between Winston-Salem State University, a constituent institution of the University of North Carolina (“WSSU”), and

Name: \_\_\_\_\_ (“Contractor”)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_.

Contractor has authority to do business in and with the State of North Carolina and has authority to enter into this Contractual Services Agreement under the following terms and conditions.

WHEREAS, WSSU has been awarded a grant from \_\_\_\_\_  
under \_\_\_\_\_ (the “Grant”); and

WHEREAS, the parties to this agreement desire to fulfill duties related to the Grant.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

**Period of This Agreement:** \_\_\_\_\_ to \_\_\_\_\_

1. **Scope of Services.** Contractor shall perform the following services in a manner satisfactory to WSSU and consistent with the applicable industry standards (the “Services”):

2. **Payment.** WSSU shall pay Contractor \_\_\_\_\_ dollars (the “Fee”) for the Services. Payment of the Fee requires full execution of this Agreement, receipt of invoices, and completion and acceptance of the Services. The Fee is all-inclusive and WSSU is not responsible for any additional or out of pocket expenses unless specified in this Agreement. Contractor shall submit documentation as requested by WSSU to support any reimbursement(s) explicitly stated in this Agreement.
3. **Invoices.** Invoices must be mailed to Disbursement Services upon completion of the services described herein. WSSU will pay the terms as stated on the invoice. If no terms are specified on the invoice, WSSU default is Net 30 days. All invoices subject to a prompt payment discount, the discount period will be calculated from the date a correct invoice is received or the date the service is received, whichever is later.
4. **WSSU Resources.** WSSU shall provide the following resources, if any, to Contractor
  
5. **Independent Contractor Status.** Contractor is solely an independent contractor of WSSU. Furthermore, Contractor represents and warrants that Contractor is not a current employee of WSSU. Nothing shall be construed to create a joint venture, partnership, or agency relationship between the parties.
6. **Additional Personnel.** Contractor is wholly responsible for performance of the Services. Contractor shall secure all personnel required to perform the Services at Contractor’s own expense. Such personnel will not be employees of, or have any contractual relationship with WSSU. The Contractor warrants that it is the lawful agent for any third parties used to fulfill obligations under this Agreement.
7. **Assignment & Delegation.** The Services to be performed under this Agreement by Contractor or Contractor’s personnel secured pursuant to this Agreement are personal in nature and may not be delegated or subcontracted without WSSU’s prior written consent.
8. **Taxes.** Contractor will be sent a form 1099-Misc. if payments to Contractor during the year total more than six hundred dollars (\$600.00). If Contractor is a nonresident of North Carolina and is not exempt from withholding, WSSU shall withhold four percent (4%) from payments greater than one thousand five hundred dollars (\$1,500) in accordance with N.C. General Statutes § 105-163.3. If Contractor is exempt from taxation or withholding, Contractor must provide to WSSU documentation of such upon execution of this Agreement.
9. **Force Majeure.** Contractor and WSSU will be relieved of their obligations under this Agreement if either is prevented from performing its obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, mandatory governmental action, earthquake, hurricane, tornado, regulations of public or University authorities (including, but not limited to, quarantines), or other catastrophic natural or supernatural events beyond the reasonable control of either party.

10. **Termination.** WSSU may terminate the parties' obligations by giving written notice to Contractor of termination and specifying the effective date of termination. WSSU shall compensate Contractor for work properly performed prior to termination. In the case of damage caused by the Contractor, WSSU may withhold payment for the purpose of setoff until WSSU can determine the exact amount of liability and damages due.
11. **Copyright Ownership.** Unless otherwise explicitly stated in the Grant, the copyright in all works of authorship ("Works") or portions of works of authorship ("Contributions") created by Contractor, or on Contractor's behalf, under this Agreement is governed by WSSU's Copyright Use and Ownership Policy and the Patent and Copyright Policies of The University of North Carolina Board of Governors. All Works and Contributions are "works made for hire" within the meaning of 17 U.S.C. §§ 101 & 201. Contractor shall, and hereby does, assign Contractor's entire right, title, and interest in the copyright to the Works or Contributions and all works, rights, and interests based upon, derived from, or incorporating the Works or Contributions.
12. **Compliance.** Contractor shall comply with all laws, including, but not limited to, equal employment opportunity laws and the Fraud Enforcement and Recovery Act of 2009 (Pub. L. 111-21, 123 Stat. 1617, S. 386), ordinances, codes, rules, regulations, and licensing requirements applicable to the performance of this Agreement, including those of federal, State, and local agencies.
13. **EEO and Veteran Status 41 CFR 60-300.5(a).** **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
14. **Grant Flow Down.** All applicable terms of the Grant flow down and apply to Contractor.
15. **Confidentiality.** Contractor agrees that all knowledge, data, instruments, or documents received from WSSU or other WSSU contractors, by virtue of the performance of this Agreement, are confidential. This information must be held in confidence by Contractor solely for WSSU's benefit and use, and may not be used by Contractor or disclosed except with WSSU's prior written permission. If WSSU provides Contractor personal identifiers, as defined by N.C.G.S. § 132-1.10, or other legally confidential information, including, but not limited to social security numbers, Contractor warrants this information is necessary for the performance of this Agreement.
16. **Auditor's Access.** Auditors for the State of North Carolina or WSSU shall have access to persons and records resulting from this Agreement in accordance with N.C.G.S. § 147-64.7. Furthermore, the Contractor will comply with all applicable provisions of OMB Circular A-133 and will forward audit information upon WSSU's request.
17. **Primary Investigator.** The Primary Investigator for WSSU is:

**18. Contract Administrators.**

- a.** The Contract Administrator for WSSU is:

Office of Sponsored Programs  
ATTN: Director of Sponsored Programs  
601 South Martin Luther King Jr. Drive  
C117 Anderson Center  
Winston-Salem, North Carolina 27110  
(336) 750-2413

- b.** The Contract Administrator for Contractor is:

- 19. Notice.** Any notices pursuant to this agreement must be given to the Contract Administrators named above in writing via the United States Postal Service or hand delivery. Notice will be deemed received on the completion of the third (3<sup>rd</sup>) business day following the documented date of deposit with the United States Postal Service. A copy of all notices must be sent to the Primary Investigator named above.
- 20. Amendments.** Any modifications to this Agreement, including, but not limited to, modifications made on the face of this Agreement must be in writing signed by both parties.
- 21. Indemnity & Reimbursement.** Contractor shall indemnify WSSU, its Trustees, officers, agents, and employees from any claims, suits, damages, liabilities, injuries, expenses (including, without limitation, reasonable attorney's fees), or losses arising out of or resulting from the negligent acts or omissions of Contractor, Contractor's agents, or Contractor's employees during the performance of this Agreement.
- 22. Insurance Coverage.** Contractor, at its sole cost and expense, shall be responsible for securing any and all insurance of such type and with such terms and limits as may be reasonably associated with its line of business, including but not limited to commercial general liability, automobile, professional liability, or errors and omissions coverage.
- 23. Choice of Law.** This Agreement, and all claims arising under and related to this Agreement, will be governed by, construed, and interpreted in accordance with the laws of North Carolina in a court of competent jurisdiction in Forsyth County, North Carolina.
- 24. Merger.** This Agreement states the final and exclusive agreement between the parties and supersedes all prior negotiations and agreements for the Services. The Grant document(s) shall be considered part of this Agreement. In the event of a conflict between the terms of the Grant and this Agreement, the terms of the Grant will control.
- 25. Severability.** If any provisions or portions thereof are declared invalid, illegal, or unenforceable, this Agreement will be construed as if such invalid, illegal, or unenforceable provisions were removed.

26. **Headings.** The headings of the sections, paragraphs, and subparagraphs of this Agreement are for convenience only and do not affect the construction or interpretation of any provisions.
27. **Construction.** The parties agree that this Agreement will be construed as if the parties drafted this Agreement jointly, with no presumption or burden of proof arising which would favor or disfavor either party by virtue of this Agreement's authorship.
28. **Availability of Funds.** It is understood and agreed between the parties that any payments to be made by WSSU specified in this Agreement, as well as this Agreement's continuation or the renewal or extension thereof, is dependent upon and subject to the availability of funds to WSSU for said purposes.
29. **Execution of Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile or e-mail transmission of a ".pdf" format data file, such signature shall be valid with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
30. **Debarment.** Neither the Contractor nor any of its Affiliates (a) has been debarred by the State or Federal government, (b) is subject to debarment proceedings by the State or Federal government or (c) will use, in any capacity, in connection with the activities to be performed under this Agreement, any Person that has been debarred, or who is the subject of debarment proceedings by the State or Federal government. If either Party learns that a Person performing on its behalf under this Agreement has been debarred by the State or Federal government, or has become the subject of debarment proceedings by the State or Federal government, such Party shall promptly notify the other Party and shall prohibit such Person from further performance on its behalf under this Agreement.

[SIGNATURES ON NEXT PAGE]

**Signature Page**

This agreement will become effective when both parties have signed it. The signatories below warrant that they have authority to bind the parties.

**Contractor**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name & Title (Printed)

**Winston-Salem State University**

By: \_\_\_\_\_  
Provost & Vice Chancellor for Academic Affairs Date