STATE OF NORTH CAROLINA MECKLENBURG COUNTY

# UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE

# CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into by the Parties as of the date last signed, by and between **Contractor/Company Name,** hereinafter referred to as “Contractor,” and the UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE, on behalf of the **Department or College Name**, hereinafter referred to as “University.”

WITNESSETH

THAT WHEREAS, Contractor has submitted to University a proposal for the performance of certain services and the parties hereto desire to reduce the terms of this Agreement to writing;

Contractor agrees to provide University with the professional services as described in this Agreement, which consists of this document, and any other attachments hereto;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

# Scope of Work

Contractor agrees to supply University with professional services as defined in the detailed scope of work as stated below.

(Insert Scope of Work here)

Any conflict or inconsistency between the provisions of this document and any other documents that are attached hereto as part of this Agreement will be resolved by giving precedence in the following order:

1. This document;
2. Contractor’s response to the UNC Charlotte solicitation including North Carolina’s Terms & Conditions or any negotiated Terms & Conditions, if applicable, which is incorporated herein by reference; **(if there is no solicitation to reference, remove entire bullet)**
3. The original UNC Charlotte solicitation including all North Carolina Terms & Conditions, which is incorporated herein by reference; **(if there is no solicitation to reference, remove entire bullet)**

# Term

The services of Contractor are to commence on start date and shall be completed by end date.

After the end of the initial term, there shall be the option to extend this agreement for **(enter the number of years both in words and with a numeral)** additional one-year terms upon written agreement of both parties. **(If there is no extension option, delete this entire paragraph)**

# Payment

University will make payments under this Agreement as follows:

For professional services as outlined by the statement of work, University shall pay Contractor \_\_\_\_\_\_\_\_\_\_Dollars ($\_\_\_\_\_\_\_\_\_\_) on Net 30 terms upon successful completion of work, and the receipt and subsequent approval of Contractor's original invoice(s).

**If there will be progress payments, insert the payment schedule here, if not, remove this entire sentence.**

The University is tax exempt and should not be billed for federal or state sales or use taxes.

If University requests additional services beyond those described in this Agreement, advance notice will be given and any additional compensation, if necessary, will be mutually agreed upon in writing.

Payment of compensation specified in this Agreement, its continuation, or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to University for the purpose set forth in this Agreement.

# Key Personnel and Subcontracting

Contractor may not substitute key personnel assigned to the performance of this Agreement without prior written approval by University's Contract Administrator. Contractor's individual designated as key personnel for the purposes of this Agreement is Contractor Representative’s Name. The University’s individual designated as key personnel for the purposes of this Agreement is Departmental Representative’s Name.

Work proposed to be performed under this Agreement by Contractor shall not be subcontracted without prior written approval of University's Contract Administrator.

# Breach and Termination

If through any cause, excluding a Force Majeure event, Contractor fails to fulfill in timely and proper manner the obligations under this Agreement, University then has the right to terminate this Agreement by giving written notice to Contractor of its intent to terminate. Following such written notice, Contractor has thirty (30) days in which to correct noted deficiencies or failures. If Contractor is unable to correct the deficiencies or failures within the thirty (30) day period, termination is effective at the close of business on the thirtieth (30th) day following notice. In such event, all finished or unfinished assignments, and the documentation thereof, handled by Contractor must be given to University and Contractor will be paid just and equitable compensation for any satisfactory work completed on the project and for which Contractor submits a timely invoice. Notwithstanding the foregoing, Contractor is not relieved of liability to University for damages sustained by University by virtue of any breach of this Agreement, and University may withhold any payment due to Contractor for the purpose of setoff until such time as the exact amount of damages due University from such breach can be determined.

The University may terminate this Agreement for convenience at any time by 30 days’ notice in writing from University to Contractor. In that event, all finished or unfinished assignments as described in the paragraph above shall become University property and will immediately be delivered to University. If the agreement is terminated by University as provided herein, Contractor will be paid for the services satisfactorily performed to the date of termination, less payment of compensation previously made.

# Deliverables and Intellectual Property

Any information, data, instruments, documents, studies, or reports given to or prepared or assembled by 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 University. Such documents, and all intellectual property rights therein (including, but not limited to, copyright) are the sole property of University and not Contractor.

Specifically, no deliverable items produced in whole or in part under this Agreement are the subject to any copyright by or on behalf of Contractor. All inventions and the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of Contractor's performance of this project vest in University, and Contractor agrees to do all necessary acts to ensure that all such rights vest in or are transferred to University.

# Notices

Any notice under this Agreement to University shall be mailed to University as indicated below:

University of North Carolina at Charlotte

c/o Purchasing Office

9201 University City Boulevard Reese Building, 3rd Floor

Charlotte, NC 28223 Purchasing@charlotte.edu

Any notice under this Agreement to Contractor shall be mailed to Contractor as indicated below:

Contractor/Company Name

c/o Contractor Representative Name

Address

City, State, Zip

Email Address

# Miscellaneous

1. **Access to Persons and Records**: The State Auditor, the University of North Carolina at Charlotte's internal auditors, and the Joint Legislative Commission on Governmental Operations (and legislative employees whose primary responsibility is to provide professional or administrative services to the commission) will be given access to persons and records that are generated as a result of, or are related to, this Agreement for purposes of verifying accounts and data affecting fees or performance.
2. **Accessibility**. If this Agreement involves software or electronic media, Contractor warrants that its product or service complies with Section 508 of the Rehabilitation Act of 1973, as amended, or WCAG 2.0 AA with respect to accessibility for individuals with disabilities. In the event that University receives any complaints or concerns regarding the accessibility of the product or service, Contractor agrees promptly to respond to and resolve those concerns. Further, Contractor agrees to indemnify and hold University harmless for any claims arising from the inaccessibility of its product or service.
3. **Advertisements**. No advertisement or other public statement by Contractor or its agents in connection with this Agreement, in any manner or medium, will assert or imply that University supports, approves, or endorses any product, service, interest, position, or ideology of Contractor without prior, written approval from University.
4. **Amendment**. This Agreement may be amended only by written amendments duly executed by University and Contractor.
5. **Bankruptcy**. Upon the entering of a judgment of bankruptcy or insolvency by or against Contractor, University may terminate this Agreement for cause.
6. **Compliance**. Contractor must comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of their business, including those of Federal, State, and local agencies having jurisdiction and/or authority.
7. **Entire Agreement**. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersedes all prior oral or written statements or agreement.
8. **Force Majeure**. Notwithstanding any other term of this Agreement, if either party's performance of obligations under this Agreement is materially hampered, interrupted, or interfered with; or illegal, impossible, or so difficult or expensive as to be commercially impracticable; or by reason of any fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, act of terrorism, epidemic, pandemic, public health emergency, or act of God, including inclement weather that requires the closure of or limitation of services on the University campus; or by any other unforeseeable event beyond the parties' control; or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, governmental, or judicial regulation, order or decree; or by any local or national emergency, the affected party shall be excused from performance or underperformance of this Agreement (a ‘Force Majeure’ event).
9. **Governing Law and Jurisdiction**. It is agreed between the parties hereto that the place of this Agreement, its situs and forum, is Mecklenburg County, North Carolina, and that in said County and State such matters, whether sounding in contract or tort, and relating to the validity, construction, interpretation, and enforcement of this Agreement, will be determined in accordance with the substantive law of North Carolina.
10. **Indemnity**. Contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by Contractor in the performance of this Agreement and that are attributable to the negligence or intentionally tortious acts of Contractor provided that Contractor is notified in writing within 30 days that the State has knowledge of such claims. Contractor represents and warrants that it shall make no claim of any kind or nature against the State’s agents who are involved in the delivery or processing of Contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Agreement.
11. **Independent Contractor**. Contractor is retained by University solely for those purposes and to the extent set forth in this Agreement. Contractor's relation to University during the term of this Agreement is that of independent contractor. Contractor does not have employee status and is not entitled to participate in any plan, arrangements, or distributions by University pertaining to or in connection with any qualified pension plan or providing any other health or welfare plan with similar benefits for regular University employees. Contractor is responsible for the payment of any taxes on any monies received by Contractor.
12. **Insurance.** Contractor must maintain workers compensation in compliance with applicable statutory requirements and is required to maintain comprehensive general liability insurance with a minimum coverage of $1,000,000, for bodily injury and property damage. Certificates of insurance naming The University of North Carolina at Charlotte as additional insured must be provided to the University by the Contractor prior to beginning any work on campus.
13. **Iran Divestment Act**. Pursuant to the Iran Divestment Act of 2015, N.C. Gen. Stat. § 147-86.55, *et seq*. (Session Law 2015-118), Contractor certifies that, as of the date of this contract, it is not listed on the Final Divestment List created by the State Treasurer and available at [www.nctreasurer.com.](http://www.nctreasurer.com/) Contractor further certifies that none of its subcontractors that will perform services under this Agreement are included on the Final Divestment List.
14. **Nondiscrimination**. Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

Contractor and any subcontractors, if it has fifty (50) or more employees, 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.

1. **NOTICE FOR FORMER STATE EMPLOYEES NOW RETIRED AND RECEIVING STATE**

**RETIRMENT SYSTEM BENEFITS**: State retirees returning to work for a state entity, even as an independent contractor, may be at risk of losing their retirement benefit and having to repay benefits already received. Under the new State definition of "retirement," a State employee may only receive their retirement benefit when that person has: (1) completely separated from active service with "no intent or agreement, express or implied, to return"; and (2) not performed work of any kind for the State, including "part-time, temporary, substitute, or contractor service," during the first six months following retirement.

Earnings limits for State retirees also apply. The formation of a corporation does not exempt retired employees from the statutory earnings cap. If the corporation is formed for the purpose of providing services to a State employer based on a contract, and the employees are primarily State retirees, then the corporation is not exempt from earnings restrictions. However, if a retiree goes to work for an established corporation that (1) has multiple employees not predominately former State employees, and (2) the corporation provides contract services to multiple employers that are not Public agencies, then those earnings would not be subject to restrictions under N.C.G.S.135-3(8)(c).

1. **Property Damage**. Contractor is responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Agreement, or purchased for this Agreement, and must reimburse University for any loss or damage due to Contractor’s negligence or neglect. Contractor is also responsible for any damage caused to existing University property or facilities during performance of contracted activities and must reimburse University for any loss or damage.
2. **Survival**. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations.
3. **Taxes**. If Contractor is an individual, i.e., not a corporation or an LLC, they are responsible for their own federal and state taxes. Additionally, if the individual is not a resident of North Carolina and is not otherwise exempt from federal income taxation or exempt under NC General Statute 105-163.1, UNC Charlotte will withhold a 4% nonresident income tax from payment(s) greater than $1,500 to Contractor during any one calendar year for the consultation or Contractor’s services, in accordance with NC General Statutes 105-163.1-163.3. Contractor may not represent themselves as an employee or agent of UNC Charlotte. Payments made directly or indirectly to foreign national individuals or companies may be subject to an additional withholding tax of as much as 30%. Any contracted services with foreign national individuals or companies are contingent on proper immigration authorization.
4. **Work Authorization**. As required by section 143-133.3 of the North Carolina General Statutes, Contractor certifies that it, and each of its subcontractors, verifies the work authorization of each of its employees under E-Verify.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS THEREOF, the parties have executed this Agreement in counterparts, each of which shall be deemed an original. Facsimile copies or Adobe Portable Document Format (PDF) copies sent by email shall be considered for all purposes as originals, effective the day and year first written above.

CONTRACTOR

Signature:

 Printed Name:

 Title:

 Date:

 **UNIVERSITY AUTHORIZATION**

 Signature:

 Printed Name:

 Title:

 Date:

Rev: 07/2024