**UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE**

**SERVICES AGREEMENT**

This Services Agreement (hereinafter this “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) by and between the University of North Carolina at Charlotte, a constituent institution of the University of North Carolina, and a nonprofit educational and research institution organized under the laws of the State of North Carolina, having a principal place of business at 9201 University City Blvd., Charlotte, NC, 28223 ("UNC Charlotte") and \_\_\_\_\_\_\_\_\_\_ with business offices located at \_\_\_\_\_\_\_\_\_\_ ("Client").

WITNESSETH:

WHEREAS, Client desires for UNC Charlotte to perform certain services; and

WHEREAS, UNC Charlotte and Client acknowledge that it is to their mutual benefit to understand and agree to the general terms and conditions under which such services may be carried out; and

WHEREAS, the performance of such services is expected to benefit UNC Charlotte's goals for research, education, and public service and benefit Client’s goals;

NOW, THEREFORE, in consideration of the premises and of the following mutual promises, covenants, and conditions, UNC Charlotte and Client agree as follows:

1. Scope of Work

UNC Charlotte will use reasonable efforts to perform the services as described in the Statement of Work (“Statement of Work”) which is attached as Exhibit A and incorporated herein by reference. The parties may enter into additional statements of work that expressly reference this Agreement, which must be signed by authorized representatives of both parties. UNC Charlotte will not furnish goods or services beyond those expressly specified in the Statement of Work, unless authorized in advance in an agreement executed by authorized representatives of both parties.

1. Term of Service

It is understood and agreed that UNC Charlotte will use reasonable efforts to provide these services during the period [month, date, year] and [month, date, year]. This Agreement is subject to renewal only upon the written mutual agreement of the Parties.

1. Fees and Invoices

UNC Charlotte will invoice Client upon the completion of major tasks as outlined in the Statement of Work (the “Fees”). Unless otherwise specified in a payment schedule in the Statement of Work, UNC Charlotte will invoice Client for the Fees at the end of each calendar month. Invoices will describe the services performed and the corresponding Fees due. Payment of Fees is due within thirty (30) days of the date of the invoice. No terms or conditions on any purchase order or invoice from Client will modify the terms in this Section 3 of the Agreement.

1. Notices

Unless expressly provided otherwise, all notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service, faxed, electronically mailed, or mailed by registered or certified mail, return receipt requested, postage prepaid, to a party, as set forth below.

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| --- | --- |
| UNC Charlotte:  Name:  Address: 9201 University City Blvd.  Charlotte, NC 28223  Email:  Telephone: | Client:  Name:  Address:  City, State zip code:  Email:  Telephone: |

1. Use of Names in Publicity

Neither party may, without the express written consent of the other party: (i) issue any media releases, public disclosures or public announcements relating to this Agreement or associated Statement of Work; or (ii) use the name, logo, trademarks or service marks of the other party in promotional or marketing material. Nothing in this paragraph shall restrict any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing party.

1. Confidentiality

It is agreed that a party may, from time to time, make confidential information available to the other party’s employees or students. The term “Confidential Information” includes and is limited to information disclosed by one party’s personnel to the other party's personnel in writing conspicuously marked as confidential or, if disclosed other than in writing, is designated as being confidential at the time of initial disclosure and is subsequently reduced to writing marked confidential and delivered to the receiving party within thirty (30) days of initial disclosure. It is further agreed that Confidential Information will be treated as confidential and that the receiving party's personnel will not at any time directly or indirectly, without the prior written consent of the disclosing party, develop, disclose, offer to divulge, furnish, or make known or accessible to anyone whatsoever for the use or benefit of anyone other than the disclosing party any such information. The parties shall make reasonable efforts to maintain confidentiality of the Confidential Information. All records, in whatsoever form disclosed, containing Confidential Information or copies thereof shall be and remain the property of the disclosing party and shall be returned to that party upon request or at the termination of the Agreement. This confidentiality obligation shall survive termination of the Agreement for a period of five (5) years. The obligations of confidentiality and nondisclosure shall not apply to:

* 1. Information which is or becomes public knowledge through no fault of the party to whom it was disclosed as confidential.
  2. Information disclosed to the recipient party by a third party entitled to disclose.
  3. Information already known to the recipient party or information independently developed by the second party without the assistance of the disclosing party's confidential information as evidenced by written records of the second party's personnel.
  4. Information which is required by law to be disclosed; provided that the recipient party shall give the disclosing party as much advance notice as possible of any such request as permitted by law.

7. Intellectual Property Ownership

Title to all inventions, discoveries, computer software or other copyrightable material or data, conceived or resulting from the performance of work hereunder, shall reside in UNC Charlotte. UNC Charlotte shall and does grant to Client a nonexclusive, nontransferable, noncommercial, royalty-free license to utilize for internal purposes only any such inventions, discoveries, computer software or other copyrightable material or data.

Neither party shall have, as a result of this Agreement, any ownership or interest whatsoever in any property of the other party existing prior to this Agreement or apart from this Agreement, except where such interest or ownership has been explicitly conveyed in a Statement of Work or other agreement signed by both parties.

1. Publications

UNC Charlotte retains the right to publish the results of any work carried out by UNC Charlotte’s faculty, staff or students. However, UNC Charlotte will not publish Client’s confidential information, as defined in N.C.G.S. 132-1.2, without Client’s written permission.

1. Warranties, Liability, Indemnification

UNC CHARLOTTE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE WORK OR ANY PRODUCT OR DELIVERABLE, TANGIBLE OR INTANGIBLE, DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SUCH PRODUCT OR DELIVERABLE. UNC CHARLOTTE SHALL NOT BE LIABLE FOR ANY DIRECT CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY CLIENT OR BY ANY THIRD PARTY RESULTING FROM THE USE OF THE WORK PRODUCED BY UNC CHARLOTTE UNDER THIS AGREEMENT, AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY UNC CHARLOTTE FOR ALL DEMANDS, EXPENSES, AND LOSSES ARISING OUT OF THE USE BY CLIENT OR ANY THIRD PARTY USING OR RELYING ON THE WORK PRODUCED BY UNC CHARLOTTE UNDER THIS AGREEMENT.

1. Termination

This Agreement may be terminated by either party upon sixty (60) days' written notice, provided that termination under this Section 10 will not affect either party’s obligations accrued as of the date of termination (including payment obligations), and shall not affect any student’s academic progress. Upon termination by either party, UNC Charlotte will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service originally set forth in this Agreement.

Termination of the Agreement will terminate all underlying Statements of Work. However, termination of a Statement of Work will not terminate the Agreement or another Statement of Work unless agreed to by the parties in writing.

1. No Agency

UNC Charlotte and Client shall not be deemed to be partners, joint venturers or principal and agent in any legal or other sense or to have any relationship other than as independent contractors. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between UNC Charlotte and Client or any employee or agent or contractor or student of either party. Nothing in this Master Agreement shall obligate either party to enter into any Statement of Work or any other agreements with the other.

1. No Assignment

Neither party to the Agreement shall enter into any contract or agreement with a third party which purports to obligate or bind the other party to this Agreement or hold itself out to any third party has having the authority therefor. Neither party shall have authority to legally bind the other or its employees or agents or contractors or students.

1. Behavioral Expectations

Unless otherwise provided in a Statement of Work, each party shall have sole and exclusive responsibility for the supervision, control, and discipline of its employees and agents for any project subject to this Agreement. Additionally, UNC Charlotte students are subject to UNC Charlotte’s policies, including those related to behavioral expectations and discipline.

However, either party may refuse to permit access or further access to its premises, as well as to its confidential or proprietary information, to an employee, agent or student of the other party whom it reasonably considers to be substantially disruptive, or a threat to health, security, or safety of the party, its employees, agents or students. Each party agrees to make reasonable effort to inform the other party of any such situation before it becomes necessary to refuse access.

1. No Indemnification

With respect to claims arising from activities conducted pursuant to the Agreement, neither party shall be responsible for the fault or negligence of the other or that of the other party’s employees or agents, and nothing in the Agreement shall create any obligation to defend or indemnify the other party. In the event of claims by third parties arising from such activities, the parties will reasonably cooperate in defense of the claim to the extent no conflict of interest may exist.

1. Governing Law

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of North Carolina.

1. Entire Agreement

This Agreement, all Statements of Work, and any attachments hereto constitute the entire understanding between the parties. Any terms or conditions contained in any acknowledgment, purchase order, vendor template, standard company terms and conditions, or other communication of either party are expressly rejected, unless and until such terms and conditions have been accepted in a writing duly signed by authorized representatives of both parties.

1. Amendment

No other terms and conditions, be they consistent, inconsistent, or additional to those contained herein, shall be binding upon the UNC Charlotte, unless and until such terms and conditions have been specifically accepted in writing by both parties.

Any purchase order issued in connection with this Agreement shall be a fiscal control document only. The terms and conditions appearing in this Agreement and the Statement of Work shall supersede and replace any and all terms and conditions contained in such purchase order.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by these duly authorized officers this day and year first above written.

CLIENT THE UNIVERSITY OF NORTH

CAROLINA AT CHARLOTTE

Authorized Signing Official: Authorized Signing Official:

Title: Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Date:

**Exhibit A: Statement of Work**

This Statement of Work, by and between \_\_\_\_\_\_\_\_\_ (“Client”) and UNC Charlotte will be effective \_\_\_\_\_\_\_\_\_\_\_. Unless otherwise stated below, this project and Statement of Work are subject to the terms and conditions of the Agreement dated \_\_\_\_\_\_\_\_\_.

* Project Title:
* Project Purpose and Description:
* Project Duration and Timeline:
* Project Costs and Payment Terms:
* Invoicing Details and Payment Terms:
* Reports and Project Deliverables:

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| --- | --- |
| **Client**  By:  Name:  Title:  Date: | **University of North Carolina at Charlotte**  By:  Name:  Title:  Date: |