

SERVICE AGREEMENT

NO WORK MAY BEGIN ON THIS AGREEMENT UNTIL IT IS FULLY EXECUTED AND APPROVED BY CAMPBELL UNIVERSITY'S AUTHORIZED OFFICIAL.

SIGNATURES BELOW CERTIFY ACCEPTANCE OF AND AGREEMENT TO COMPLY WITH TERMS AND CONDITIONS STATED HEREIN AND THOSE SET FORTH AS THE **GENERAL PROVISIONS** OF THIS AGREEMENT ("AGREEMENT"), ATTACHED HERETO AND INCORPORATED HEREIN VERBATIM.

DATE:		___ ORIGINAL	___ AMENDMENT	NO.	BUDGET LINE TO BE CODED	
SPONSOR / PROJECT:	SPONSOR					
	PI				SCHOOL, DEPT.	
	PROJECT TITLE					
CONTRACTOR:	CONTRACTOR NAME					
	CONTRACTOR ADDRESS					
CONTRACT PERIOD	DATE (FROM)		DATE THROUGH (TO)			
CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY CAMPBELL UNIVERSITY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).					REQUIRED NO. OF DAYS WRITTEN NOTICE: 15
EXHIBIT A: STATEMENT OF WORK (COMPLETE DESCRIPTION OF SERVICES (NO ACRONYMS) MUST IDENTIFY SERVICE PROVIDED, DATES, LOCATION, METHOD & NAMES OF ALL INVOLVED LIST ALL DEADLINES & EQUIPMENT NEEDS):	CONTRACTOR AGREES TO: (Include special provisions- Attach additional sheets as Exhibit A if necessary.)					
COST AND SCHEDULE SPECIFY PAY RATES (PER DIEM/HR) OR BY TASK. ADD TRAVEL COSTS, MEALS, ETC.	PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.					
TOTAL AMOUNT AUTHORIZED	The total amount authorized and payable under this Agreement is \$, ()					

An individual or business entity entering into a Service Agreement with Campbell University is considered an independent contractor and does not have the status of an employee under the usual common law rules for determining the employer-employee relationship in accordance with Internal Revenue Code Section 3121 (d) (2). Individuals and business entities performing services as independent contractors are not employees of Campbell University, and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

Provide the CONTRACTOR's Tax Identification Number. CONTRACTOR must support their Tax ID # with a completed W-9 form which must also accompany this Agreement. **DO NOT provide Social Security Numbers on electronic communications. Please call the Accounting Office at (910) 893-1445 and provide this information directly.**

CAMPBELL UNIVERSITY AND CONTRACTOR HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED.

Certifying Signatures

All Agreements for programs and projects funded through external agencies must be through the Office of Sponsored Research and Programs with supporting documentation at osrp@campbell.edu. OSRP staff member signature below certifies the approval of the Agreements to be charged to the above referenced line item based upon the terms and conditions of the sponsor.

CONTRACTOR <i>AUTHORIZED SIGNATURE</i>		Date:	
CAMPBELL <i>REQUESTOR'S SIGNATURE</i>		Date:	
CAMPBELL <i>UNIT HEAD SIGNATURE</i>		Date:	
CAMPBELL <i>OSRP DIRECTOR'S SIGNATURE</i> <i>(REQUIRIED IF GRANT FUNDED ONLY) OR VICE PRESIDENT OF DIVISION</i>		Date:	
CAMPBELL <i>AUTHORIZED OFFICIAL SIGNATURE</i>		Date:	

GENERAL PROVISIONS: Campbell University, ("CAMPBELL") and _____ ("CONTRACTOR") (each a "Party" and collectively, "the Parties") agree to the terms specified above and the following provisions as part of this Agreement ("Agreement"):

- 1. Independent CONTRACTOR:** Each Party shall be considered an independent contractor in relation to the other and shall not be construed to be an agent or representative of the other Party; therefore, neither Party shall have any liability for the acts or omissions of the other Party. In addition, neither Party, nor any of its employees, agents, or contractors, shall be deemed to be employees or agents of the other Party. Neither Party, nor any of each Party's employees, agents or contractors, shall be entitled to compensation for services, workers compensation, or employee benefits from the other Party by virtue of this Agreement.
- 2. Limitation of Costs and Re-budgeting:** CONTRACTOR shall not be reimbursed for costs incurred in excess of the Total Amount Authorized without a written amendment to this Agreement signed by authorized officials of the Parties. The Total Amount Authorized shall cover the allowable direct and indirect costs of the Project. The allowability of costs shall be determined in accordance with generally accepted accounting principles. No substantial changes to the Budget will be made without written prior approval from CAMPBELL. No costs incurred prior or subsequent to the Period of Performance shall be allowable unless approved in writing by CAMPBELL. CONTRACTOR shall not be obligated to continue performance beyond the point at which the budgeted funds expire. CONTRACTOR shall notify CAMPBELL's Administrative Representative at any time it anticipates that, within thirty (30) days, funding shall be insufficient to accomplish the purposes of this Agreement.
- 3. Payment:** CONTRACTOR will send quarterly invoices to CAMPBELL outlining, by budget line item, expenses incurred during the quarter, not to exceed the Total Amount Authorized. CAMPBELL will pay CONTRACTOR within 30 thirty (30) days of receipt and approval. The final invoice clearly marked FINAL must be submitted no later than sixty (60) days after the expiration of this Agreement.
- 4. Records:** CONTRACTOR shall maintain accounts, records, documents, and other evidence relating to the incurrence of costs associated with this Agreement. The system of accounts employed by CONTRACTOR shall be kept in accordance with generally accepted accounting principles. All supporting documentation shall be preserved for a period of four years following the termination or expiration of this Agreement.
- 5. Audit:** CAMPBELL may monitor operations under this Agreement, including conducting site visits to observe program operations and review program finances. CONTRACTOR shall permit CAMPBELL's auditors and independent auditors' access to its records and financial statements as necessary to conduct audits, including on-site audits, at any time during the term of this Agreement, and within four years after termination or expiration.
- 6. Grant-Related Income:** If applicable, CONTRACTOR shall inform CAMPBELL's Administrative Representative of any grant-related income and shall maintain appropriate records for the receipt and disposition of such income to enable CAMPBELL to fulfill its responsibility to SPONSOR. CONTRACTOR agrees to utilize such income as prescribed by SPONSOR.
- 7. Reporting Requirements:** If Applicable a final financial report is due within thirty (30) days of the expiration or termination of this Agreement. Details related to the program reporting are outlined on the first page of this Agreement and/or in Exhibit A.
- 8. Choice of Law and Forum:** This Agreement shall be governed by and construed in accordance with the laws of North Carolina (excluding any conflict of laws provisions of the State of North Carolina which would refer to and apply the substantive laws of another jurisdiction), and any claim or cause of action based on this Agreement or a breach thereof shall be brought and maintained in a state court in Harnett County, North Carolina or federal court in North Carolina, which shall have exclusive jurisdiction thereof. CONTRACTOR consents to the exclusive personal jurisdiction and venue of the courts described above.
- 9. Compliance with Laws:** CONTRACTOR shall be responsible for compliance with all requirements and obligations relating to the services required by the Statement of Work, under local, state, federal and international laws.
- 10. Human Subjects:** If the Statement of Work includes research with human subjects, CONTRACTOR will comply with all applicable laws, regulations and ethical standards. The Project will be submitted for approval to the appropriate committee on the use of humans as research subjects (CONTRACTOR's Institutional Review Board). Human subjects research components of the Project will not commence until approvals are in place ensuring the protection of human subjects.

11. Publications, Ownership, and Copyright: (select one)

____Any materials developed by CONTRACTOR under this Agreement shall be and remain the sole property of CONTRACTOR. CONTRACTOR is free to publish and disclose the results of the Project. CONTRACTOR shall provide to CAMPBELL and SPONSOR a copy of any publication, audio or video program, film or other media product produced by CONTRACTOR under this Agreement for archival and/or dissemination purposes. CAMPBELL and SPONSOR shall have the right to make and disseminate additional copies of any such product. CONTRACTOR is free to copyright materials developed under or in connection with this Agreement. CONTRACTOR grants CAMPBELL and SPONSOR a royalty free, nonexclusive, nontransferable, worldwide and irrevocable license to reproduce, prepare derivative works, or otherwise use all results of the Project owned by CONTRACTOR for internal, educational, research, or other non-commercial purposes.

OR

____Any tangible work product and tangible expression ("Work") created by CONTRACTOR pursuant to this Agreement, at whatever state of completion, shall be a "work for hire" as defined in 17 USC 101, and owned by CAMPBELL. By execution of this Agreement, CONTRACTOR assigns all of CONTRACTOR's right, title and interest [including copyright(s)] in and to the Work to CAMPBELL. CONTRACTOR agrees to execute any other documents deemed necessary by CAMPBELL to evidence its ownership of the copyright(s) and all other proprietary rights in and to the Work, including, but not limited to, a specific assignment of all of CONTRACTOR's interests in the Work. The physical Work, as well as any intangible copies or expressions thereof, are and shall be owned by CAMPBELL, and it may use the Work in any manner. CONTRACTOR waives all future rights in and to the Work, including the rights of attribution and integrity. Notwithstanding the foregoing, CAMPBELL hereby grants to CONTRACTOR a non-exclusive, nontransferable and non-royalty bearing license to use the Work in its business; provided, however, CONTRACTOR may neither sublicense nor assign any of its rights hereunder.

12. Use of Names: Neither Party shall use the name(s) of the other or the names of the other Party's employees in advertising or news releases without written approval by authorized representatives of each Party. Any press announcement regarding this Agreement and the Project requires approval of CAMPBELL and SPONSOR. Notwithstanding the foregoing, CONTRACTOR shall acknowledge SPONSOR's support of the Project in all publications resulting from work done pursuant to this Agreement and in other appropriate publications and venues. In any such statement, the relationship of the Parties shall be accurately described.

13. Termination: CAMPBELL may terminate this Agreement upon written notification to CONTRACTOR. Upon receipt of a notice of termination, CONTRACTOR shall not make any new commitments and shall, to the extent possible, cancel all outstanding commitments that relate to this Agreement and cease work hereunder. In the event of termination, CONTRACTOR shall be reimbursed for all allowable and non-cancelable obligations properly incurred prior to the date notice of termination is received, provided such costs do not exceed the Total Amount Authorized.

14. Indemnification: Each Party to this Agreement (an "Indemnitor") shall, to the extent permitted by law, indemnify, defend and save harmless the other Party and its directors, trustees, officers, agents and employees ("Indemnitees") from any and all losses, damages, claims, actions and suits that arise out of an Indemnitor's own negligence, breach of this Agreement or intentional acts or omissions in any way connected with activities under this Agreement, including all costs, expenses, and attorney's fees incurred by an Indemnitee. Each Party agrees to give the other Party immediate notice of any claim, action or suit in any way connected with activities under this Agreement and for which indemnification is sought.

15. Insurance: At all times during the Term of this Agreement and any extension or renewal thereof, CONTRACTOR shall carry and maintain at its sole cost and expense, the following insurance in the amounts specified below or such other amounts as CAMPBELL may from time to time reasonably request, with insurance companies and on forms satisfactory to CAMPBELL:

- (1) **Liability Insurance.** Commercial General Liability insurance insuring both CONTRACTOR and CAMPBELL, for bodily injury and property damage with minimum combined single coverage limits of \$1,000,000 per occurrence, and \$3,000,000 in the aggregate. All such insurance will specifically include, without limitation, contractual liability coverage for the performance by CONTRACTOR of the indemnity Agreements set forth in this Agreement. If services are performed on premises owned by CAMPBELL or in proximity to CAMPBELL students and/or employees, CONTRACTOR shall ensure that such coverage does not exclude claims for sexual molestation or similar conduct.

CONTRACTOR will obtain additional coverage with increased limits upon CAMPBELL's request if the nature of the work to be performed warrants such an increase in the sole judgment and discretion of CAMPBELL.

- (2) Worker's Compensation Insurance. Worker's compensation insurance insuring against and satisfying CONTRACTOR's obligations and liabilities under the worker's compensation laws of North Carolina, as the same may be amended from time to time or of such other jurisdiction as may be applicable to the Scope of Work. Such Worker's Compensation Insurance obligations may be satisfied by CONTRACTOR as a qualified self-insurer in the State of North Carolina.

- (3) Any bond required by CAMPBELL.

16. Force Majeure: Each Party may be excused for failure to perform obligations if such failure is caused by any reason beyond that Party's reasonable control, or by reason of any of the following circumstances: acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), epidemics, pandemics, governmental order, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. CONTRACTOR shall take reasonable steps to minimize delay or damages caused by foreseeable events and will notify CAMPBELL of the likelihood or actual occurrence of such an event.

17. Assignment: This Agreement may not be assigned in whole or in part without prior written consent of the Parties.

18. FERPA: To the extent that CONTRACTOR has access to "education records" subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g et seq., and the regulations promulgated thereunder, as amended ("FERPA"), CONTRACTOR will be considered a "school official" with "legitimate educational interests" in such "education records," as those terms have been defined under FERPA, and will comply with its obligations under FERPA.

19. Mediation:

- (a) Any dispute arising between or among the Parties that arises from or relates to this Agreement, including without limitation a breach of this Agreement, that remains unresolved following a ten (10) day period of negotiations, shall be subject to non-binding mediation initiated by written notice of either Party that mediation is required. Except as otherwise expressly stated in this Agreement, and to the extent such provisions are practicable with respect to voluntary mediation prior to commencement of an action in a court, mediation will be conducted pursuant to the rules and standards set forth in N.C.G.S. 7A-38.1 and under the North Carolina Supreme Court Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions (MSC Rules) found at <https://www.nccourts.gov/programs/mediated-settlement-conference-program#program-rules-1058>, as applicable.
- (b) In the event the Parties to the dispute are unable to mutually agree on a mediator, each Party shall choose one certified mediator within twenty (20) days of either Party's written notice to the other to mediate, and within ten (10) days after both such mediators are chosen, such mediators shall choose a third mediator who shall conduct the mediation.
- (c) Any mediation hereunder shall be conducted in Buies Creek, North Carolina or other location designated by CAMPBELL.
- (d) Either Party may conduct discovery to the extent reasonably necessary to avoid surprise and to provide reasonable access to necessary information or to information likely to be presented during the mediation.
- (e) Any expenses incurred in connection with hiring the mediator or incurred for a facility shall be shared and paid equally between the Parties. All expenses incurred by a Party to the dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees.
- (f) Parties understand and agree that mediation in accordance with this section shall be a condition precedent to institution of any legal proceeding.
- (g) Notwithstanding any other provision of this Agreement to the contrary, unless otherwise requested or approved in writing by CAMPBELL, CONTRACTOR shall continue performance and shall not be excused from performance during the period any breach of contract claim or other dispute is pending under the processes described above.

20. Warranty of Services: CONTRACTOR warrants that CONTRACTOR is in the business of providing services as described in the Scope of Work, is fully able to perform the work in accordance with the highest professional standards and will perform the agreed assignments within such times and in the form agreed to herein. Nothing herein shall prevent CONTRACTOR, during the Term of this Agreement, from seeking and accepting other contracts from other sources to provide similar services.

21. Entire Agreement: This Agreement (including attachments) states the entire agreement between the Parties as of the date of the final signature above in respect to the subject matter of the Agreement and supersedes any previous written or oral representations, statements, negotiations, or agreements.

- 22. Severability:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 23. Headings:** The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of this Agreement. This Agreement has been prepared on the basis of mutual understanding of the Parties and shall not be construed against either Party by reason of such Party's being the drafter hereof.
- 24. Counterparts:** This Agreement may be executed in two or more counterparts (facsimile transmission, e-mail attachment or otherwise), each of which shall be deemed an original Agreement and all of which shall constitute but one Agreement. A signed copy of this Agreement exchanged electronically shall be deemed to have full force and effect as an original executed copy.
- 25. Notices:** All notices, demands and requests to be given or made hereunder shall be given or made in writing and shall be deemed to be properly given or made if hand-delivered or sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the CONTRACTOR at the address provided on the first page of this Agreement and to CAMPBELL at:

Vincenzo Cassella, MBA, CGMS
 Director for the Office of Sponsored Research
 and Programs (OSRP)
 Campbell University
 P.O. Box 116
 J.A. Campbell Administration Bldg., Rm 220
 Buies Creek, NC 27506

OR

With a copy to:

General Counsel
 Campbell University
 PO Box 114
 Buies Creek, NC 27506

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned Party by e-mail, telephone or facsimile and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above. Any of such addresses may be changed at any time on written notice of such change sent by United States registered or certified mail, return receipt requested, postage prepaid, to the other Parties by the Party effecting the change.

- 26. Disclosure of Tax Identification Number or Social Security Number:** CONTRACTOR agrees to provide CONTRACTOR's Tax Identification Number (if an organization) or Social Security Number (if an individual) in the space indicated on the first page of this Agreement or upon request. That number will be used for tax reporting and administrative purposes. Disclosure of a Social Security Number for tax reporting is mandatory; disclosure for administrative purposes is voluntary.
- 27. (a) Data Management and Confidentiality:** If Campbell provides CONTRACTOR with "personal information" as that term is defined in N.C.G.S. 75-61 and N.C.G.S. 14-113.20(b) or any other confidential or sensitive information, including, but not limited to, "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and applicable regulations (34 CFR 99.3), CONTRACTOR hereby certifies that collection of this information from University is necessary for the performance of

CONTRACTOR's duties and responsibilities on behalf of Campbell under this Agreement. CONTRACTOR further certifies that it shall maintain the confidential status of any social security number information, and that it shall not re-disclose personally identifiable information as directed by FERPA or by other State and federal laws. Failure to abide by commercially reasonable security measures and legal disclosure restrictions may result in the interruption, suspension and/or immediate termination (all at Campbell's sole discretion) of this Agreement and any contractual relationship with CONTRACTOR for a period of at least five (5) years from date of violation. If CONTRACTOR experiences a security breach, as defined in N.C.G.S. 75-61(14), relating to this information, in addition to the CONTRACTOR's responsibilities under the NC Identity Theft Protection Act, CONTRACTOR shall immediately notify Campbell with the information listed in N.C.G.S. 75-65(d)(1-4) and shall fully cooperate with Campbell. CONTRACTOR shall indemnify University for any costs or expenses related to CONTRACTOR's breach of confidentiality or other failure of its responsibilities to protect confidential information, including, but not limited to, the cost of notification of affected persons as required by law. To the extent that performance of this Agreement requires or allows CONTRACTOR to obtain, store, utilize, process and transmit certain personal information about Campbell's students, guests, faculty and/or staff or other information about Campbell's operations within and beyond Campbell's firewall, if at all, CONTRACTOR shall do so in accordance with (i) all applicable laws, (ii) the current Payment Card Industry Data Security Standards ("PCI Standards"), and Campbell's policies, including, but not limited to, Campbell's policy on information classification and handling.

(b) Confidentiality. Each of the Parties hereto shall treat and keep any and all of the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each Party shall disclose the Confidential Information only to its officers, employees, partners, agents or its legal or other advisors, provided that they have: (A) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement and (B) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature that is obtained by one Party (the "Receiving Party") from the other Party (the "Disclosing Party"). All terms of this Agreement and all information provided pursuant to this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree, regulation, subpoena or court order; or (e) independently developed by the Receiving Party. If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy any and all of the Confidential Information except for (a) copies retained in work paper files retained to comply with a Party's professional or legal obligations and (b) such Confidential Information retained in accordance with the Receiving Party's normal data back-up procedures.

28. Interpretation: In this Agreement, unless otherwise specified, (a) singular words include the plural and plural words include the singular; (b) words which import a number of constituent parts, things or elements, shall be construed as referring separately to each constituent part, thing or element thereof, as well as to all of such constituent parts, things or elements as a whole; (c) words importing any gender include the other genders; (d) references to any person or entity include such person's or entity's successors and assigns to the extent permitted herein; (e) the word "successors," when it refers to an individual, includes the heirs, devisees, legatees, executors, administrators and

personal representatives of such individual; (f) references to any statute or other law include all rules, regulations and orders adopted or made thereunder and all statutes or other laws amending, consolidating or replacing the statute or law to which reference is made; (g) references to any agreement or other document include all subsequent amendments or other modifications thereof entered into in accordance with the provisions thereof; (h) the words “approve,” “consent,” or “agree,” and any derivations thereof or words of similar import, mean the prior written approval, consent or Agreement of the Party holding the right to approve, consent or agree in such Party's sole discretion; (i) the words “include” and “including,” and words of similar import, shall be deemed to be followed by the words “without limitation;” (j) the words “hereto,” “herein” and “hereunder,” and words of similar import, refer to this Agreement in its entirety; (k) the Attachments, Addenda, Schedules and Exhibits hereto, if any, are part of this Agreement and are incorporated herein by reference; (l) the words “article,” “paragraph,” “section,” “attachment,” “addendum,” “schedule” or “exhibit” refer to the indicated articles, paragraphs, sections, attachments, addenda, schedules and exhibits of and to this Agreement; (m) headings of articles, paragraphs, sections, attachments, addenda, schedules, and exhibits are inserted as a matter of convenience and shall not affect the construction of this Agreement; (n) references to sections or paragraphs shall, as applicable, include all subsections and subparagraphs thereof; (o) no inference in favor of or against any Party shall be drawn from the fact that such Party or its attorneys drafted any portion hereof; and (p) in the event of any conflict between the provisions of this document and any Attachments, Addenda, Schedules or Exhibits, the provisions of this document shall govern.

- 29. Survival:** Each provision of this Agreement which, by its terms or nature can be fully performed only after expiration or termination of this Agreement will survive such expiration or termination. Without limiting the foregoing statement, the obligations of the Parties in sections 3, 4, 5, 6, 7, 9, 11, 12, 14, 18, 20 and 27 shall survive expiration or termination of this Agreement.

Service Agreement (SA) Checklist

The submitted SA should contain the following information:

- _____ Check if original SA or Amendment to previous SA, if amended please enter amendment number.
- _____ The GL Account # has been listed on the SA and the SA has been signed by the Budget Authority.
- _____ Complete CONTRACTOR's "Debarred or Suspended" search and **attached results to the SA**. The search is required in the "PURCHASE ORDER REQUISITION".
 - [How to Search to see if a Vendor is Debarred or Suspended](#)
 - <https://www.campbell.edu/about/leadership/provost/sponsored-research-programs/resources/>
- _____ CONTRACTOR's complete name and mailing address in appropriate box. **Name and address must match what the IRS has on record. (If address is in a foreign country, will need to find out if CONTRACTOR is a foreign national.)**
 - **INDIVIDUAL**- Enter name as it appears on SS card and complete legal address
 - **SOLE PROPRIETOR**- Enter name as it appears on SS card or FEIN and complete legal address
 - **CORPORATION OR S- CORPORATION**- Enter name as it appears on FEIN and complete legal address
- _____ Contract Period is listed.
- _____ The number of days' notice required for Cancellation of SA is listed.
- _____ Complete description of services noting who, what, where, when and how the service will be performed is included. Please attach separate sheet if necessary.

Sample:

We propose to support three workshops and to manage three workshops focused on building advisory group consensus and stakeholder involvement to identify, define, and characterize three NC water data use cases, discuss water data standards, and develop a strategic plan for a NC water data hub.

Workshop Support

Support will involve actions as needed and as directed by the overall project director, Dr. X, to help ensure that all workshops are effectively convened, organized, conducted, facilitated, recorded, and reported. Attendance at these workshops will support information gathering for use in subsequent workshops and overall project reporting.

 - *Convene one workshop for the project advisory group to discuss water data standards.*
 - *Convene one workshop for the project advisory group and TWDB to discuss and define the structure of a NC water data hub.*
 - *Convene one workshop for the project advisory group and stakeholders to develop a strategic plan for the data hub.*
 - *Convene, manage, facilitate, record, and report three workshops to be held with NC water data hub stakeholders to characterize NC water data use cases using the model reported by and recognized by NC water data hub stakeholders Each workshop will support up to 20-25 participants. Specific objectives and desired outcomes for each workshop will be developed in cooperation with the project director.*
- _____ Inclusion of a clear payment schedule. A payment schedule denotes that payments are to be made following the completion and written approval of service(s) or deliverables defining when payments are to be made. A payment schedule may offer different payment structures that may include:

Sample Payment Schedule:

- *CONTRACTOR shall invoice the following:*
 - *Deliverable one to be paid \$1,000 end of 1st calendar quarter of 2021 (or date)*
 - *Deliverable two to be paid \$2,000 end of 2nd calendar quarter of 2021*
 - *Deliverable three to be paid \$3,000 end of 3rd calendar quarter of 2021*
 - *Deliverable four to be paid \$4,000 end of 4th calendar quarter of 2021*
 - *Deliverable five to be paid \$5,000 end of 1st calendar quarter of 2022 (if multiyear)*

_____ Payment schedule includes the fee and any travel expenses if applicable.

BUDGET Sample

Workshop Support and Management

1. Project management, support, and report drafting, design, review and publishing

Direction, overall support and management, report draft/design/review, and publishing (1.0 month)
\$13,304

Fringe (24% + \$749) \$2,981.07

2. Workshop support site design, build, updating, and management \$300

3. Travel \$300

4. Total Direct Costs \$16,885.07

5. Indirect costs (18%) \$3,039.31

TOTAL \$19,924.38

_____ The Total Cost has been listed on the SA.

_____ The CONTRACTOR has signed and dated the SA.

_____ **Complete a Requisition Form and forward to OSRP.**

_____ If applicable, a Late Justification Memo has been included.

_____ **Individual or Sole Proprietor CONTRACTOR with Social Security Number W-9 *must* be forwarded to Campbell University's Accounts Payable** using an Egnyte folder. Direct emailing of Social Security Numbers and other personal identifiable data violates the university Information Classification and Handling (ITS 003 V1.0) policy.

- Request for taxpayer Identification Number and Certification:
 - <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Instructions for the Requester of Form W-9 (version 10/2018)
 - <https://www.irs.gov/instructions/iw9>

_____ **Corporation or S- Corporation or Sole Proprietor CONTRACTOR W-9 with Employer Identification Number *must* be attached to the SA/**

- Request for taxpayer Identification Number and Certification:
 - <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Instructions for the Requester of Form W-9 (version 10/2018)
 - <https://www.irs.gov/instructions/iw9>

Agreement (SA) Late Justification Requirements

Issuing a SA/Contract/Agreement after work has commenced or a product or service has been received is a violation of University Procurement and Accounting Policies and Procedures. Likewise, requesting approval for a Contract/Agreement after the start date even when the term of the Contract/Agreement continues beyond that date, may cause an audit finding.

Although there are no true Exceptions to the Contracting Policies there are two (2) types of procurements that require additional documentation and approvals in order to process.

1) Emergency Orders

Purchases may be made without competitive bidding “whenever an emergency exists by reason of extraordinary conditions or contingencies that could not reasonably be foreseen and guarded against, or because of unusual trade or market conditions”. [Cite the source of the quote.] Each requisition for an emergency purchase shall be signed by the procurement director and identified therein as an “emergency purchase”. A written statement documenting the nature of the emergency justifying the purchase and identifying the official authorizing the purchase shall be attached to the file copy of the purchase order at the time the order is placed.

2) Late Justification SA/Contract/Agreement

Whenever paperwork is submitted and sufficient time has not been allowed to process and obtain all approvals needed, a Late Justification is required.

SA Procedure

It is extremely important that departments forward Agreements (SAs) to the Office of Sponsored Research and Programs (if grant funded) or to the procurement director for approval before the start of the contract.

- SAs valued at \$3,000 or more must be submitted to the Procurement Services Department at least **21 business days** prior to the start date of the contract.
- SAs valued at \$3,000 or less must be submitted to the procurement director at least **10 business days** prior to the start date of the contract.
- The “SA Justification Form” on file with the procurement director must accompany all SAs that do not conform to the deadlines noted above.
- The written justification must be authorized by the proper authority (Project Director or other person with budget responsibility and immediate supervisors).

Date: _____

SA Late Justification Form

Please Note:

Approving a contract after its start date is a clear violation of current Policies and Procedures. During audit reviews, the University can be cited for such violations. Therefore, it is extremely important that departments forward Agreements (SAs) to the procurement director for approval before the start of contract performance.

- **SAs valued at \$3,000 or more must** be submitted to the Office of Sponsored Research and Programs (if grant funded) or the procurement director at **least 21 business days prior** to the start date of the contract.
- **SAs valued at \$3,000 or less must be submitted** to the Office of Sponsored Research and Programs (if grant funded) or procurement director at **least 10 business days prior** to the start date of the contract.
- This form must accompany all SAs that do not conform to the deadlines noted above.
- This form must be filled out completely and BOTH the Project Director and the appropriate Dean/ Immediate Supervisor must sign the form.

CONTRACTOR Name/Business Name:

Principal Investigator/Requestor:

Principal Investigator/Requestor Department __

Why is this document submitted late?

What procedures have you established to prevent future latesubmittals?

Principal Investigator		Date	
Dean/Immediate Supervisor		Date	
Office Sponsored Research & Program Director		Date	