

708.1.2f - INDEPENDENT CONTRACTOR SERVICES AGREEMENT
The University Of North Carolina at Chapel Hill

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 University of North Carolina at Chapel Hill (“**University**”).

WITNESSETH

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

WHEREAS, the University 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 the University 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.** University 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 the University as shown on the Statement of Work is a fixed, not-to-exceed fee. Payment terms are net thirty (30) days after the University’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 the University’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 the University will reimburse Contractor for Contractor’s travel expenses, then such reimbursement will be subject to University travel regulations, which are located at <http://www.unc.edu/finance/busman/tra/trasc.html>. 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 the University within thirty (30) days after invoice approval. The University 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 University for travel time unless agreed in advance by the University in writing.
- 5. Intellectual Property; Work for Hire.** Unless otherwise set forth in the Statement of Work, any deliverable produced in whole or in part under this Agreement constitutes a work for hire. The University shall own the deliverables and all rights pertaining thereto; and the Contractor shall have no rights in and to said deliverables, nor shall any of said deliverables be the subject of an application for copyright by or on behalf of the Contractor. Should the deliverable items produced in whole or in part under this agreement not be "works for hire" as defined by the United States Copyright Act, the Contractor hereby assigns the copyright and all its right, title and interest in the deliverable items to the University
- 6. Independent Contractors.** 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 the University. 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. Protection of University's Sensitive and Confidential Information.

(a) Contractor shall safeguard and protect Sensitive and Confidential Information (as such term is defined below) in accordance with all applicable laws and regulations and consistent with information security best practices. "Sensitive and Confidential Information" means any of the following categories of information: "Personal Information" under the North Carolina Identity Theft Protection Act of 2005, confidential "personnel information" under in 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.

(b) If Contractor becomes aware of a confirmed or suspected exposure of Sensitive and Confidential Information of the University, Contractor shall notify as promptly as possible the University's Information Security Office (tel: 919-445-9397) and the University's Office of University Counsel (tel: 919-962-1219).

(c) Upon the expiration or termination of this Agreement, Contractor shall promptly destroy all data it possesses containing Sensitive and Confidential Information, in any form of media, and shall provide the University a written attestation to the destruction of the data, specifying when it was destroyed and by what methods.

9. Indemnification. Contractor shall indemnify and hold the University, its trustees, officers, employees, and agents harmless against all costs, fees, expenses, damages, and liabilities of any kind incurred by the University arising from or associated with the acts or omissions of the Contractor.

10. Subcontracting; Assignment. The Contractor may not subcontract the performance of services under this Agreement without the prior written consent of the University. The Contractor may not assign this Agreement to another party without the prior written consent of the University.

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 the University's availability of funds for the purpose set forth in this Agreement.

12. Termination.

(d) The University 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, the University 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.

(e) 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 the University. 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 the University for damages sustained by the University by virtue of any breach of this Agreement, and the University may withhold any payment due to the Contractor for the purpose of setoff until such time as the University can determine the exact amount of damages due the University 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 the University and Contractor.

14. Advertising. Contractor shall not use the existence of this Agreement or the name, logo, images or trademarks of the University of North Carolina at Chapel Hill as a part of any marketing or commercial advertising without prior written approval of the University. Requests to use the University's name, logo, images or trademarks should be directed to the University's Office of Trademarks and Licensing. (<http://www.licensing.unc.edu>).

15. Compliance with Laws; Compliance with University Policies. 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. The Contractor shall comply with all University policies applicable to Contractor's performance of services contemplated by this Agreement.

16. Care of University Property. Contractor shall be responsible for the proper custody and care of any University property furnished it for use in connection with the performance of this Agreement or purchased by it for this Agreement and will reimburse the University for loss of damage of such property.

17. Auditor Access. The North Carolina State Auditor and the University's internal auditor shall have access to persons and records as a result of all contracts or grants entered into by the University in accordance with N.C. Gen. Stat. §147-64.7 and Session Law 2010-194, Section 21.

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. 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 duplicate originals, one of which is retained by each of the parties.

CONTRACTOR

Signature: _____

Name: _____

Title: _____

Date: _____

**THE UNIVERSITY OF NORTH
CAROLINA AT CHAPEL HILL**

Recommended by departmental authority:

Signature: _____

Name: _____

Title: _____

Date: _____

Approved by Procurement Services officer:

Signature: _____

Name: _____

Title: _____

Date: _____

STATEMENT OF WORK

[Please contact Disbursement Services, if you need assistance writing SOW or would like to see samples.]