

**NORTH CAROLINA STATE UNIVERSITY
College of Education**

Rev. 6/14

SERVICE AGREEMENT

Number _____ **Date** _____

THIS SERVICE AGREEMENT (the "Agreement") entered by and between North Carolina State University on behalf of its College of Education ("NC State"), and _____ ("Client").

WHEREAS, NC State wishes to supply services to Client; and,

WHEREAS, the services contemplated herein are of mutual interest and benefit to NC State and Client, and will further the instructional, research, and public service objectives of NC State in a manner consistent with its status as a public educational institution; and,

WHEREAS, Client desires to provide funding in support of the services.

NOW, THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NC State and Client agree as follows:

1. **Scope of Services.** NC State agrees to supply Client with the services described in **Exhibit A** (the "Services"), attached hereto and incorporated by reference as if fully set forth herein.
2. **Term.** NC State shall commence providing the Services on _____, 20____ (the "Commencement Date"), and shall terminate on _____, 20____ (the "Term").
3. **Payment.** In consideration of the Services provided pursuant to this Agreement, Client shall pay NC State _____ Dollars (\$_____). Payment shall be made by check payable to **NC State/College of Education**. Client shall make payment according to the following schedule (select one):
 - a. Payment in full, on or prior to the Commencement Date; or
 - b. An initial payment of _____ Dollars (\$_____) due on _____ and a final payment of _____ Dollars (\$_____) due on _____; or
 - c.

4. **Project Manager.** NC State shall provide the Services under the supervision of _____, who shall serve as the Project Manager. If for any reason the Project Manager shall be unable to continue to serve, a successor acceptable to both parties shall be chosen. The Project Manager and Client shall not enter a consulting arrangement with each other on the subject of the Services or this Agreement during the Term, according to the Conflict of Interest Policies of NC State.
5. **Intellectual Property.** Neither party transfers by operation of this Agreement any intellectual property rights owned by either party now or hereafter acquired in connection with its performance under this Agreement. Should any invention potential arise during the Term, the parties shall execute a sponsored project agreement (“SPA”).
6. **Communications Content.** NC State shall have the right to promote the Services provided to Client in order to highlight NC State’s ability to offer education and technical assistance. Client will approve content prior to public release.
7. **Scholarly Publications.** NC State shall have the right to publish scholarly articles based on the results obtained from its provision of the Services, using data only in the aggregate and adhering to accepted professional standards of anonymity and confidentiality.
8. **Independent Contractor.** Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between Client and NC State.
9. **Termination.** This Agreement may be terminated by either party upon thirty (30) days’ written notice to the other party. Upon termination, Client shall reimburse NC State for all costs and non-cancellable commitments incurred by NC State’s provision of the Services prior to the date of termination, not to exceed the total commitment specified in Paragraph 3 of this Agreement.
10. **Indemnification.** Client shall indemnify, defend, and hold harmless NC State, its Trustees, officers, agents, and employees from all loss, cost, and expense in connection with or arising out of any liability or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever by any act or omission of the Client or any of its officers, agents, employees, guests, patrons, or invitees.
11. **Tort Claims Act.** NC State’s liability for bodily injury, property damage or any other matter sounding in tort is determined in accordance with the provisions, procedures, and limits of the North Carolina Tort Claims Act, N.C.G.S. 143-291, et seq., and NC State’s assertion of sovereign immunity.
12. **Notices.** All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to NC State: College of Education
North Carolina State University
Attn: _____
Campus Box 7801
Raleigh, NC 27695-7801

If to Client: _____

- 13. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 14. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.
- 15. **Access to Persons and Records.** The State or NC State auditor may audit the records of Client during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with North Carolina General Statutes §143-49(9) and §147-64.7.
- 16. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, and the exclusive venue for any legal proceedings arising from or incident to this Agreement shall be the state courts sitting in Wake County, North Carolina.
- 17. **Severability.** Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties have executed this Agreement effective the day and year first written above.

**NORTH CAROLINA STATE
UNIVERSITY**

CLIENT

Reviewed and approved by:

By: _____

Name: _____

Title: _____

Name: _____

Date: _____

Title: Unit Director

Date: _____

Authorized by:

Name: _____

Title: _____

Date: _____