

THIS CONTRACT EXPIRES 120 DAYS FROM RECEIPT BY SPONSOR IF NOT EXECUTED.

NORTH CAROLINA STATE UNIVERSITY
College of Engineering, Industrial Extension Service
SERVICE AGREEMENT

Rev 3/13

Number _____ **Date** _____

THIS SERVICE AGREEMENT (the "Agreement") entered by and between North Carolina State University on behalf of its College of Engineering, Industrial Extension Service/North Carolina Manufacturing Extension Partnership ("NC State"), and _____ ("Sponsor").

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

WHEREAS, the services contemplated herein are of mutual interest and benefit to NC State and Sponsor, 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, Sponsor 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 Sponsor agree as follows:

1. **Scope of Services.** NC State agrees to supply Sponsor 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 "Start Date"), and shall terminate on _____, 20____ (the "End Date").
3. **Payment.** In consideration of the Services provided pursuant to this Agreement, Sponsor shall pay NC State _____ Dollars (\$_____). Payment shall be made by check payable to **NC State/Industrial Extension Service**. Invoices shall be payable on receipt by Sponsor and will be transmitted electronically to:

Name: _____
Title: _____
Email Address: _____

Sponsor shall make payment according to the following schedule (select one):

- a. Payment in full, on or prior to the Start Date; or

- b. Customized payments based on the payment plan described in **Exhibit A**. Additional processing fees may apply.
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 Sponsor 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 Sponsor in order to highlight NC State’s ability to offer education and technical assistance. Sponsor will approve content prior to public release.
 7. **Independent Contractor.** Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between Sponsor and NC State.
 8. **Termination.** This Agreement may be terminated by either party upon thirty (30) days’ written notice to the other party. Upon termination, Sponsor 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.
 9. **Indemnification.** Sponsor 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 reason of the performance of this Agreement, or by any act or omission of the Sponsor or any of its officers, agents, employees, guests, patrons, or invitees.
 10. **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.
 11. **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: Industrial Extension Service
North Carolina State University
Attn: Executive Director
Campus Box 7902
Raleigh, NC 27695-7902

If to Sponsor: _____

- 12. **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.

- 13. **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.

- 14. **Access to Persons and Records.** The State or NC State auditor may audit the records of Sponsor 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.

- 15. **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.

- 16. **Severability.** Should any non-material 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 in duplicate originals, one of which is retained by each of the parties, effective the day and year first written above.

**NORTH CAROLINA STATE
UNIVERSITY**

SPONSOR

Proposed by:

By: _____

Name: _____

Title: _____

Name: _____

Date: _____

Title: Project Manager

Date: _____

Authorized by:

Name: _____

Title: Executive Director

Date: _____