

STATE OF NORTH CAROLINA

WAKE COUNTY

MUSIC CONTRACT

This agreement is made and entered into this ____ day of _____, 20____, by and between _____ (“Contractor”), and the North Carolina State University, c/o Music Department, Campus Box 7311, Price Music Center, Cates Avenue, Raleigh, NC 27695-7311, (“NC State”).

WITNESSETH

THAT WHEREAS, the Contractor has submitted to the NC State a proposal for the performance of certain services;

WHEREAS, the parties hereto desire to reduce the terms of this 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. Contractor agrees to supply NC State the following professional services:

2. For the professional services described above, NC State shall pay the Contractor _____, (\$_____). NC State’s payment terms are NET 30 DAYS following receipt and approval of Contractor’s original invoice.

3. The Contractor shall not substitute key personnel assigned to the performance of this contract without prior approval by the NC State Project Coordinator. The individual designated as key personnel for purposes of this contract is _____. Work proposed to be performed under this contract by the Contractor shall not be subcontracted without prior written approval of the Project Coordinator.

4. The services of the Contract are to commence on the ____ day of _____, 20____, and shall be completed by the ____ day of _____, 20____.

5. If through any cause, the contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, NC State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In that event, all finished or unfinished assignments handled by the contractor shall be entitled to receive just and equitable compensation for any satisfactory work

completed on such projects. However, the Contractor shall not be relieved of liability to NC State for damages sustained by NC State by virtue of any breach of this agreement, and NC State may withhold any payment due to the Contractor for the purpose of setoff until such time as the exact amount of damages due NC State from such breach can be determined.

Upon the entering of a judgment of bankruptcy or insolvency by or against the Contractor, NC State may terminate this contract for cause.

Either NC State or the Contractor may terminate this agreement at any time by 30 days notice in writing to the other party. In that event, all finished or unfinished assignments as described in the paragraph above shall become NC State property. If the contract is terminated by NC State as provided herein, payment to the contractor will be a percentage of the total payments contemplated equal to the percentage of total work contemplated under the contract.

6. It is understood and agreed between the contractor and NC State that payment of compensation specified in this agreement, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to NC State for the purpose set forth in this agreement.

7. Any information, data, instruments, documents, studies, or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of NC State. Such documents will be the sole property of NC State and not the Contractor.

Any documents materials, information or property, intellectual or otherwise, produced, developed, assembled, compiled, or prepared by Contractor in connection with Contractor duties under this contract shall be the property of NC State, and shall be "Work Made for Hire" as defined by the US Copyright Act.

8. Contractor shall not assign or transfer any interest in this agreement.

9. It is agreed between the parties hereto that the place of this contract, its situs and forum, shall be Wake County, North Carolina, and in said County and of said State such matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this agreement, be determined.

10. The State or NC State auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with North Carolina General Statute §147-64.7 and Session Law 2010-194, Section 21. The Contractor will retain all records for a period of three (3) years following completion of the contract.

11. The Contractor agrees that he shall be responsible for the proper custody and care of any property furnished him for use in connection with the performance of this contract or purchased for this contract and will reimburse NC State for its loss or damage.

12. The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

13. 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. The Contractor shall be required to comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of his business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

15. The Contractor is retained by NC State only for the purposes and to the extent set forth in this agreement, and Contractor's relation to NC State shall during the term of the agreement be that of an independent contractor. Contractor shall not be considered as having an employee status or as being entitled to participate in any plan, arrangement, or distributions by NC State pertaining to or in connection with any qualified pension plan or providing any other health or welfare plan with similar benefits for regular employees. Contractor shall be responsible for the payment of any taxes due on any monies received by Contractor.

16. This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and suspend all prior oral or written statements or agreements.

17. This contract may be amended only by written amendments duly executed by NC State and the Contractor.

18. Any notices required to be given or which shall be given under this AGREEMENT shall be in writing, delivered by first-class mail or facsimile, addressed to the parties as follows:

NC STATE

CONTRACTOR

Director of Materials Management
North Carolina State University
Campus Box 7212
Raleigh, NC 27695-7212

19. All promises, requirements, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations.

20. If NC State provides the Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information, Contractor hereby certifies that collection of this information from NC State is necessary for the performance of Contractor's duties and responsibilities on behalf of NC State under this Contract. Contractor further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the 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 NC State with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with NC State. Contractor shall indemnify NC State for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC State data provided to Contractor pursuant to the Contract.

21. NC State has determined that Contractor is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act ("FERPA"). If NC State provides the Contractor with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, Contractor hereby certifies that collection of this information from NC State is necessary for the performance of Contractor's duties and responsibilities on behalf of NC State under this Contract. Contractor further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach relating to this information or if Contractor re-discloses the information, Contractor shall immediately notify NC State. Contractor shall indemnify NC State for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC State data provided to Contractor pursuant to the Contract.

IN WITNESS THEREOF, the parties have executed this agreement in duplicate originals, one of which is retained by each of the parties, through the authorized representatives whose signature appear below.

NORTH CAROLINA STATE UNIVERSITY

CONTRACTOR

Recommended by:

Project Coordinator
Date: _____

Name: _____
Title: _____
Date: _____

Authorized by:

Director of Materials Management
Date: _____