

STATE OF NORTH CAROLINA

WAKE COUNTY

NORTH CAROLINA STATE UNIVERSITY
College of Agriculture and Life Sciences, Cooperative Extension Service
SERVICE AGREEMENT

NUMBER _____ Date _____

This Service Agreement ("AGREEMENT") is entered into by and between North Carolina State NC STATE on behalf of its College of College of Agriculture and Life Sciences, Cooperative Extension Service ("NC STATE"), Raleigh, North Carolina, and _____ ("COLLABORATOR").

The Project contemplated by this AGREEMENT is of mutual interest and benefit to NC STATE and the COLLABORATOR, 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 the COLLABORATOR desires to work with NC STATE on the project ("Project") outlined below.

In consideration of the mutual promises and covenants made to each other, the parties hereto agree as follows:

1. NC STATE will use its best efforts to perform the Project as outlined in Exhibit "A", which Exhibit is attached hereto and incorporated herein as if fully set out (the "Scope of Work"). The Project title is _____.
2. A NC STATE Project Administrator ("PA") will supervise the Project. _____ is designated the PA for NC STATE. The COLLABORATOR shall designate an individual to serve as the Collaborator Administrator ("CA"). The COLLABORATOR shall not substitute the CA or other key personnel without the prior written approval of the PA. The CA is _____.
3. The activities of this project shall be conducted during the period beginning _____ through _____. (This period may be modified by mutual written agreement of the parties.)
4. COLLABORATOR agrees to pay the costs of the Project, if any, as outlined in the Scope of Work. COLLABORATOR shall pay NC STATE upon receipt of NC STATE's invoice.
5. Neither party transfers by operation of this Agreement any intellectual property rights that either party now owns or hereafter acquires in the performance of the work. Should

any invention potential arise during this project, a sponsored project agreement (SPA) must be executed.

6. State Law limits the liability of NC STATE, as an agency of the State of North Carolina, for bodily injury, property damage, infringement of proprietary rights and patents, and other items.
7. In accordance with the Conflict of Interest Policies of NC STATE, neither the PA nor the COLLABORATOR shall seek a consulting arrangement with each other on the subject of this Project during the period covered by this AGREEMENT.
8. If required by the Scope of Work, the parties shall deliver to each other reports showing the results of the activity performed as described in the Statement of Work.
9. NC STATE shall have the right to publish any of the results obtained from this Project, however, the COLLABORATOR may review and edit a draft of the written text to prevent publication of any COLLABORATOR-owned proprietary information.
10. No hazardous material is associated with this Project.
11. NC STATE may cancel AGREEMENT due to unforeseen events beyond NC STATE's control. Either party may terminate this AGREEMENT upon thirty (30) days written notice. Upon termination by either party, COLLABORATOR shall reimburse NC STATE for all costs and non-cancelable commitments incurred in performance of the project prior to the date of termination in an amount not to exceed the total commitment.
12. The laws of the State of North Carolina govern this AGREEMENT.
13. The COLLABORATOR shall save and hold the NC STATE, its officers, agents and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm or corporation for injury or damage to persons or to real or personal property. This section (5)(i) shall survive the termination or expiration of this Agreement.
14. 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.
15. If NC STATE provides the COLLABORATOR with personal identifiers as listed in North Carolina General Statute §132-1.10 or any other legally confidential information, COLLABORATOR hereby certifies that, pursuant to NCGS §132-1.10, collection of social security number information or other legally confidential information from NC STATE is necessary for the performance of COLLABORATOR duties and responsibilities on behalf of NC STATE. COLLABORATOR further certifies that it shall maintain the confidential and exempt status of any such social security number information, as required by subsection (c)(1) of the statute.

- 16. All amendments or changes to this AGREEMENT including, changes in the activities of the program, total estimated cost, and period of performance, shall be effective when made in writing and signed by authorized representatives of both parties.
- 17. 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:

COLLABORATOR

NC STATE UNIVERSITY

Richard Bonanno
 Associate Dean & Director
 NC Cooperative Extension Service
 College of Agriculture and Life Sciences
 Campus Box 7602
 Raleigh, NC 27695
 Telephone: 919.515.1374
 Fax: 919.515.3135

Proposed by:

Project Administrator

The parties hereto have executed this AGREEMENT effective as of the date of the last signature below.

NORTH CAROLINA STATE UNIVERSITY

COLLABORATOR

By: _____
 Dean of College of Agriculture and Life Science
 Date: _____

By: _____
 Title: _____
 Date: _____