

CONTRACT FOR PROFESSIONAL, PERSONAL OR CONSULTING SERVICES

Be it known, that on this _____ day of _____, Nicholls State University (hereinafter sometimes referred to as "state") and _____ (contractor's name and legal address including zip code) (hereinafter sometimes referred to as "contractor") do hereby enter into a contract under the following terms and conditions.

1. Contractor hereby agrees to furnish the following services: (see attachment should additional space be needed)

2. In consideration of the services described above, state hereby agrees to pay contractor a maximum fee of \$_____ plus reimbursable expenses (not to exceed a maximum of \$_____ in accordance with the State General Travel Regulations), payable upon submission of documented expense vouchers. Payment will be made only on approval of University Controller. Controller must be notified in writing upon completion of these services. **PAYMENTS ARE SCHEDULED AS FOLLOWS:**

3. This contract may be terminated by the state upon 30 days written notice. This contract may be terminated in accordance with the following:

4. Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the state.

5. Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said contractor's obligation and identified under federal tax identification no. _____ or social security number _____.

6. The contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the state, provided however, that claims for money due or to become due to the contractor from the state may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the state.

7. It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

8. This contract shall begin on _____ and shall terminate on _____

9. Additional requirements (if applicable):

This contract may be cancelled by the University due to budgetary reductions and changes in funding priorities by the State upon 30 days written notice or less. The University may terminate the Contract at any time giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The University may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

This contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S.39:1524-1526.

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT Thibodaux, Louisiana. on the day, month and year first written above.

NICHOLLS STATE UNIVERSITY

CONTRACTOR

Authorized University Representative

Signature

Witness

Witness

Witness

Witness