

**ALCORN STATE UNIVERSITY
EXTERNAL CONSULTANT/CONTRACTOR CONTRACT**

Title of Program/Project: _____

Funding Agency: _____

Program/Project Number: _____

Program/Project Account Number: _____

Contractor/Consultant: _____

Contract/Consultant Address: _____

Last 4 digits of Social Security Number or Corporate I.D.: _____

In consideration of the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

A. COMPLIANCE WITH FEDERAL LAWS

The consultant/contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

B. ELIGIBILITY FOR EMPLOYMENT

The consultant/contractor agrees to provide appropriate documentation certifying eligibility for employment based on the United States Department of Justice--Immigration and Naturalization Service requirement and compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated. [The appropriate documentation must be provided prior to or at the time the consultant/contractor submits the signed contract.]

C. STATEMENT OF WORK

The specific work to be performed by the consultant/contract is attached to this Agreement as Exhibit "A."

D. PERIOD OF PERFORMANCE

The Agreement shall be in effect from _____, 20____, through _____, 20____, upon execution by both the ASU Administrative Head and the Consultant/Contractor.

E. TOTAL CONSULTANT’S/CONTRACTOR’S FEE

The total consultant’s/contractor’s fee shall be \$_____. All payments made under this Agreement shall represent services rendered in accordance with the specific work to be performed under Exhibit “A.”

F. PAYMENT OF CONSULTANT’S/CONTRACTOR’S FEES

ASU agrees to pay the agreed upon consultant’s/contractor’s fee no later than forty-five (45) days after receiving the report(s) and/or invoice(s) certifying that the work has been performed. The ASU program/project director must certify to the ASU Business Office that the agreed to work/service has been satisfactorily completed.

G. REPORT(S) REQUIRED

The consultant/contractor agrees to submit _____ written report(s) to the project/program director within one month of the performance of the work or service. The university has the right to withhold consultant’s/contractor’s fee(s) until the agreed upon report(s) is/are received by the university.

H. TERMINATION RIGHTS

Either party may terminate this Agreement by giving the other party at least ten (10) days prior written notice of such termination, specifying the intended date of termination; provided that upon request from ASU, the consultant/contractor shall continue performance until ASU can find a replacement consultant/contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period.

Consultant/contractor shall be paid for work performed at the time of termination, if any, and shall deliver to ASU such work performed. It is expressly understood and agreed that the obligation of ASU to proceed under this Agreement is conditioned upon the receipt of appropriated funds. If funding for payment of this Agreement is terminated at any time, this Agreement shall be terminated upon notice by ASU to consultant/contractor. Termination of this Agreement due to lack of funding will be immediate following notice of such termination.

I. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of Mississippi without reference to conflicts of law provisions of the Mississippi Code of 1972. Consultant/Contractor shall comply with all applicable federal, state and local laws and regulations. If a court determines that any provision of this Agreement is not enforceable against ASU, the consultant/contractor agrees that the individual signing this Agreement on behalf of ASU is not personally responsible or liable for any of the obligations and duties contained herein.

J. INDEPENDENT CONTRACTOR

Based upon the Internal Revenue Code, the consultant/contractor has been classified as an independent contractor and assumes all responsibility for reporting any earnings to Federal and State authorities where required by law and paying such taxes as may be required thereon. The consultant/contractor shall perform all services as an independent contractor and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the consultant/contractor with respect to third parties shall be binding on ASU.

K. AUTHORITY TO CONTRACT

The consultant/contractor warrants (a) it is authorized to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

L. ACCESS TO RECORDS

The consultant/contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices to sufficiently reflect properly all costs of whatever nature claimed to have been incurred in the performance of the consultant/contractor's work for services. ASU, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives shall have access to the books, documents, papers, and records of the consultant/contractor which are directly pertinent to the consultant/contractor

for the purpose of making audit, examination, excerpts and transcripts. Such books and records shall be maintained by the consultant/contractor for three years from the date of the completion of work. Consultant/Contractor is responsible for any audit discrepancies involving deviation from the terms of the Agreement and for any commitments or expenditures in excess of amounts authorized by ASU.

M. OWNERSHIP OF WORK PRODUCTS

Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Agreement shall be the sole property of the ASU.

N. ACKNOWLEDGEMENT OF SPONSORSHIP

The consultant/contractor agrees that, in any publication, acknowledgement shall be made of sponsorship by ASU and/or other sponsor by use of the following statement "This work was performed under the sponsorship of Alcorn State University. This work does not necessarily represent the views of ASU." If the publication is copyrighted, the statement "Reproduction of this article, with the customary credit to the source, is permitted," shall be added. With the exception of acknowledging sponsorship of research, the name of the ASU may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Agreement or data developed under this Agreement without prior written approval of ASU.

O. CONFLICT OF INTEREST

The consultant/contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between consultant/contractor's family, business, or financial interests and his/her services under this Agreement, and, in the event of change in either his/her private interests or service under this Agreement, he/she will inform ASU regarding possible conflict of interest that may arise as a result of such change.

P. ASSIGNMENT

The consultant/contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party any obligation or right of the consultant/contractor under this Agreement, without prior written consent of ASU.

Q. CONFIDENTIALITY

The Contractor shall treat all ASU data and information to which it has access by its performance under this Contract as confidential and shall not disclose such data or information to a third party except as provided for in this Contract without specific written consent of ASU. The Contractor shall protect such personal and confidential information against unauthorized use, disclosure, modification or loss. This provision shall survive the termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Contractor following any termination or completion of the Contract. Any breach of this provision may result in termination of the Contract and demand for return of all personal and confidential information. The Contractor agrees to indemnify and hold harmless ASU for any damages related to Contractor's unauthorized use of personal or confidential information.

R. NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to:

Alcorn State University:

Consultant/Contractor:

ASU and Consultant/Contractor hereby accept the terms and conditions specified above and acknowledge that this Agreement, including Exhibit "A" and Alcorn State University's Standard Terms and Conditions Addendum, constitute the entire agreement of the parties.

Agreed to and Accepted by Contractor/Consultant:

Signature

Date

Printed Name

Witness:

Date

ASU Project/Program Director:

Date

ASU Area Vice President:

Date

ASU Administrative Head:

Date