

CONTRACT

This Agreement made this ____ day of _____, 20____, by and between Radford University (herein referred to as the "Agency") and _____
(herein referred to as "Contractor").

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

- (1) **SCOPE OF SERVICE:** The Contractor shall provide the services to the Agency set forth in Attachment _____.
- (2) **TIME OF PERFORMANCE:** The services of the Contractor shall commence on _____ and shall terminate on _____, the period of performance being _____ months/ years.
- (3) **COMPENSATION:** The Contractor shall be paid by the Agency as set forth in Attachment _____.
- (4) **ASSISTANCE:** The Agency agrees upon request of the Contractor to furnish, or otherwise make available to the Contractor, copies of existing non-proprietary materials in the possession of the Agency that are reasonably related to the subject matter of this agreement and are necessary to the Contractor for completion of his performance under this agreement.
- (5) **LIABILITY:** The Contractor shall take out and maintain during the life of this agreement such bodily injury liability and property damage liability insurance as shall protect him/ it from claims for damages for personal injury, including death, as well, as from claims for property damage, which may arise from his/ its activities under this agreement.

The Contractor shall indemnify, and hold harmless the Agency and the Commonwealth of Virginia, and when applicable, it's employees and designated representatives, from any and all claims, suits, actions, liabilities and costs of any kind, caused by the performance by the Contractor of his/ its work pursuant to this agreement. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth.

Neither the Contractor, its/ his employees, assignees or subcontractors shall be deemed employees of the Commonwealth of Virginia or of the Agency while performing under this agreement.

- (6) **GENERAL PROVISIONS:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Service contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/ it may have herein without the prior written consent of the Agency. This contract is subject to appropriations by the Virginia General Assembly.
- (7) **INVENTIONS AND COPYRIGHTS:** The Contractor is prohibited from copyrighting any papers, interim reports, forms, or other material and/ or obtaining patents on any invention resulting from its/ his performance under the agreement.

The Contractor agrees to apply for such copyright or patent at the written direction of the Agency or the Commonwealth of Virginia, which shall pay reasonable expenses thereof. The copyright or patent shall belong exclusively to the Commonwealth of Virginia.

- (8) **INTEGRATION AND MODIFICATION:** This contract constitutes the entire agreement between the Contractor and the Agency. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.
- (9) **TERMINATION:** The Agency may terminate this agreement for its convenience upon _____ days written notice to the other party. The Contractor shall be paid for no service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of its/ his work under this agreement.

In the event of breach by the Contractor of this agreement, the Agency shall have the right immediately to rescind, revoke or terminate the agreement. In the alternative the Agency may give written notice to the Contractor specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Contractor has not substantially corrected the breach within _____ days of receipt of the written notice, the Agency shall have the right to terminate this agreement.

In the event of rescission, revocation or termination, all documents and other materials related to the performance of this agreement shall become the property of the Commonwealth of Virginia.

- (10) **COLLATERAL CONTRACTS:** Where there exists any inconsistency between this agreement and other provisions of collateral contract agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.
- (11) **NON-DISCRIMINATION:** In his/ its performance of this agreement, the Contractor warrants that he/ it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that such Contractor is an equal opportunity employer; provided however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this contract.

The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor.

- (12) **APPLICABLE LAWS:** This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
- (13) **SEVERABILITY:** Each paragraph and provision of this agreement is severable from the entire agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- (14) **KICKBACKS:** The Contractor hereby certifies and warrants that, by his signature on this solicitation, neither he nor the bidder/ offer or for whom he is authorized to act has offered or received any kickback from and other bidder/ offer or, supplier, manufacturer, or subcontractor in connection with his bid/ offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontract or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
- (15) **FINANCIAL RECORDS AVAILABILITY:** The Contractor agrees to retain all books, records, and other documents relative to this agreement for **five (5)** years after final payment, or until audited by the Commonwealth of Virginia, whichever is later. The Agency, its authorized agents, and/ or State auditors shall have full access to and the rights to examine any of said materials during said period.
- (16) **OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under this contract shall be remitted to the Agency by Contractor upon completion, termination or cancellation of this contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the Agency.

IN WITNESS THEREOF the parties have caused the agreement to be executed by the following duly authorized officials:

Radford University
Agency

Contractor

This Contract has been reviewed by staff of this Agency. It's substantive terms are appropriate.

Chairman Date

Signature Date

Dean or Director Date

Title

Vice President Date

Signature Date

Vice President For Business Affairs Date

Title

ATTACHMENT A

SCOPE OF SERVICE

COMPENSATION

The Contractor agrees to the following rates of compensation:

By: _____ Date _____ By: _____ Date _____
University Contractor

By: _____ Date _____
Contractor