



**PROFESSIONAL/PERSONAL SERVICES AGREEMENT
(For services exceeding \$2,500: Non-NSU employee)**

THIS AGREEMENT is made on this _____ day of _____, 20____, by and between the Regional University System of Oklahoma, through its Northeastern State University, an Institution of Higher Education and a part of the Oklahoma System of Higher Education (hereinafter “University”) and _____(hereinafter “Contractor”), the parties to this Agreement:

WHEREAS, University desires to contract with the above Contractor for the services as described in paragraph 1 below; and

WHEREAS, Contractor desires to perform said services for University;

NOW, THEREFORE, it is agreed between the parties as follows:

1. SERVICES: The Contractor shall provide the following services [Please note the College and/or Department for whom the services will be rendered]:

Attach an appropriately marked ‘Exhibit A’ if necessary

2. PAYMENT: As and for consideration of this contract, the University agrees to pay the amount of _____ (\$ _____) for all services and the entire scope of Contractor’s related expenses including travel.

3. TERM OF AGREEMENT: All services called for in this contract shall be performed no later than _____, 20____. This Agreement shall terminate on the forgoing date or when NSU has received delivery of all services and made final payment for such, whichever occurs first.

4. RELATIONSHIP OF INDEPENDENT CONTRACTOR ESTABLISHED: It is mutually understood and agreed by the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Furthermore, the Contractor agrees to carry on his or her work in accordance with the requirements of the Oklahoma Workers’ Compensation Act (Title 85 of the Oklahoma Statutes) and shall not reject the provisions thereof during the term of this agreement. Contractor understands and agrees that any losses incurred in the performance of the services herein provided, or during the term of this agreement, *will not be indemnified by the University, the Regional University System of Oklahoma, or the State of Oklahoma.*

5. RECORDS: In accepting any contract with the University, the Contractor agrees that the University or pertinent State or Federal agencies will have the right to examine and audit all records relevant to execution of this Agreement. The Contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of no less than five (5) years following completion and/or termination of the contract. If an audit, litigation, or other actions involving such records are started before the end of the five year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the five (5) years retention period, whichever is later.

6. CERTIFICATION OF EMPLOYMENT STATUS: Contractor certifies that he or she is not a current University employee, and has not terminated employment with the University within the past twelve (12) months. (74 O.S. Sec. 85.42)



7. LAW AND REGULATIONS: (A) This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma. (B) Contractor is solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting their rights and rights of their employees, and shall protect and indemnify the University, the State of Oklahoma, the Regional University System of Oklahoma, and all of their officers, employees, and agents against any claims of liability arising from or based on any violation thereof. This shall include compliance with all immigration laws. Pursuant to 25 O.S. Sec. 1313, effective 7/1/08, all individuals, contractors, subcontractors and vendors are prohibited by Oklahoma State Law from entering into a contract with a public employer for the performance of services within the state of Oklahoma unless registered and participating in the Status Verification System to verify information of all new employees. The enforcement of Section 1313 has been stayed by Preliminary Injunction issued by the United States District Court for the Western District of Oklahoma. By signing this document, the individual, contractor or vendor warrants and attests that they understand that should said Preliminary Injunction be lifted, they may be required to register and participate in the Status Verification System which declares its employees and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State laws and regulations related to the immigration status of employees. These warranties shall remain in effect through the entire term of this agreement.

8. RIGHT TO NAME AND PHOTOGRAPH: The Contractor hereby grants to University the right to use the Contractor's name, photograph, and likeness in, and in connection with, all forms of: advertising, information programs, promotional material and any and all other materials, including audio and video recordings, to promote University programs or activities.

9. NON-DISCRIMINATION: Contractor, in carrying out this Agreement, agrees to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination, and protection of Civil Rights as required by law, including, but not limited to, sexual harassment, age, gender, race, ethnicity, disability and religion and other forms of discrimination as they exist or may exist by statute in the future.

10. ASSIGNMENT: No part of this Agreement may be directly or indirectly, in whole or in part, sold, transferred, assigned, conveyed, pledged, encumbered or otherwise disposed of, without obtaining the prior written approval of the University by an officer with contracting authority.

11. REMEDIES AT LAW: Both parties maintain all remedies at law. However, both parties agree, in good faith, to mediate any disputes prior to seeking any such remedies at law.

IN WITNESS WHEREOF, the parties have set their hand executing the Agreement and making it effective on the date and year last written below.

Northeastern State University

Contractor

By: _____
Steve Turner, President

By: _____
Print Name: _____

Date: _____

Date: _____