



Account No. _____

Minnesota State Colleges & Universities Contract for Educational/Professional/Technical Services

*****Non-State Employee*****

THIS CONTRACT which shall be interpreted pursuant to the laws of the State of Minnesota between the State of Minnesota acting through its agent the Board of Trustees of the Minnesota State Colleges and Universities on behalf of Minnesota State University Moorhead (Hereinafter University)

and _____, who is not a state employee

Address _____

Social Security Number or Federal ID Number _____ (Hereinafter CONTRACTOR) witnesseth that:

WHEREAS, the UNIVERSITY pursuant to Minnesota Statutes Chapter 136, is empowered to procure from time to time certain specified professional services and **WHEREAS the UNIVERSITY** has need of professional/technical/educational services, and **WHEREAS, the CONTRACTOR** represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE IT IS AGREED:

I. CONTRACTOR'S DUTIES, CONTRACTOR, who is not a state employee shall:

II. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration for all services performed by CONTRACTOR shall be paid by the UNIVERSITY as follows:

1. Compensation for services defined in I, the sum of \$ _____
2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONTRACTOR in performance of this contract in an amount not to exceed \$ _____ dollars; provided that CONTRACTOR shall be reimbursed for travel and subsistence expenses.
3. The total obligation of the UNIVERSITY for all compensation and reimbursements to the CONTRACTOR shall not exceed _____ (\$ _____ dollars)

B. Terms of Payment-Payments shall be made by the UNIVERSITY promptly after CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the UNIVERSITY'S authorized agent pursuant to Clause VI.

III. CONDITIONS OF PAYMENT All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the UNIVERSITY as determined by its authorized agent and in accord with all applicable federal, state and local laws, ordinances, rules and regulations. CONTRACT shall not receive payment for work found by the UNIVERSITY to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

IV. TERMS OF CONTRACT, This contract shall be effective on _____ 20_____, and shall remain in full force and effect until _____ 20_____, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

V. CANCELLATION This contract may be cancelled by the UNIVERSITY or CONTRACTOR at any time with or without cause upon thirty (30) days written notice to the other party. In the event of such a cancellation CONTRACTOR shall be entitled to payment determined on a pro rata basis (if applicable), for work or services satisfactorily performed for which payment remains outstanding.

VI. UNIVERSITY'S AUTHORIZED AGENT The UNIVERSITY'S authorized agent for the purpose of administration of this contract is _____ Such agent shall have final authority for acceptance of CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.

VII. ASSIGNMENT CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the UNIVERISTY.

VIII. AMENDMENTS Any amendments to this contract shall be in writing

IX. LIABILITY CONTRACTOR agrees to indemnify and save and hold the UNIVERSITY, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be contoured to bar any legal remedies CONTRACTOR may have for the UNIVERSITY'S failure to fulfill its obligations pursuant to this contract.

X. CONTRACTOR CERTIFIES BY SIGNING THIS CONTRACT THAT HE/SHE IS AN INDEPENDENT CONTRACTOR AND AS SUCH IS PERSONALLY RESPONSIBLE FOR THE REMITTANCE TO THE INTERNAL REVENUE SERVICE OR SOCIAL SECURITY ADMINISTRATION OF ALL TAXES DUE OR PAYABLE BECAUSE OF THIS CONTRACTUAL RELATIONSHIP WITH THE STATE OF MINNESOTA/STATE UNIVIERSTY SYSTEM.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

CONTRACTOR

STATE UNIVERSITY

BY _____

BY _____

TITLE _____ DATE _____

TITLE _____ DATE _____

an equal opportunity educator and employer