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Web Site: <https://campus.plymouth.edu/financial-services/>
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SERVICES CONTRACT

This agreement shall constitute the entire Contract between ("Contractor"), an independent contractor located in and Plymouth State University ("PSU") New Hampshire 501 (c) (3) corporation located in Plymouth, NH. The signatures below of the duly authorized representatives of both parties indicate the assent of both parties to the terms and conditions of this Contract.

A. PURPOSE

The purpose of this Contract is to set forth the terms and conditions of the services to be provided by Contractor, who is providing services to PSU.

B. CONTRACT PERIOD

This Contract shall commence on _____ at _____, and shall be completed by _____ at _____. Any extensions to this Contract shall be in writing and approved by authorized representatives of both parties. Authorized representatives for PSU for purposes of contractual changes are Laurie Wilcox, Associate Vice President for Finance and Administration, or Tracy Claybaugh, Vice President for Finance and Administration.

C. CONTRACTOR RESPONSIBILITIES

a.

D. PSU RESPONSIBILITIES

a.

E. CONTRACT ADMINISTRATION

The primary contact at PSU for operational aspects of the contract shall be who shall be the individual designated to initiate any changes in the scope of services to be formally approved in writing as detailed in paragraph B of the Agreement.

F. FINANCIAL CONDITIONS

Total payment for services under this Agreement shall not exceed \$. Payment arrangements:

Invoices shall be e-mailed to: _____ . Payment is net 30 of invoice date

G. TERMINATION

If either party fails to fulfill its obligations stated herein, or violates in any material manner the terms or conditions of this contract, the other party must give 10 days written notice of termination. Either party may cancel/terminate the contract with at least 30 calendar days written notice to the other party. This Contract shall be governed by and construed in accordance with the laws of the State of New Hampshire.

H. INSURANCE AND INDEMNIFICATION

Contractor agrees to maintain insurance for comprehensive public liability in an amount of not less than one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) aggregate shall name Plymouth State University as additional insured for the purposes of this Contract.

Each Party shall indemnify the other party and its affiliates, trustees, officers, directors, employees and agents from and against any and all liabilities, claims, damages, awards and/or judgments to the extent such liabilities, claims, damages, awards and/or judgments arise out of its breach of its responsibilities under the terms of this agreement, or its negligent acts or omissions or the negligent acts or omissions of its employees, agents, contractors or affiliates in performance of those responsibilities. Each party agrees that it shall give prompt notice to the other of any claims threatened or made of suit instituted against it, which could result in a claim for or right to indemnification as herein provided. This section shall survive termination of the agreement.

I. LAWS, RULES AND REGULATIONS

The Contractor shall comply with all applicable University, local, State, and Federal laws, rules, and regulations. The Contractor shall provide a copy of any appropriate current licenses and/or certification(s) to PSU Procurement.

J. FORCE MAJEURE

Either party will be excused to the extent that performance is rendered impossible by strike; fire, flood, or other natural disasters; governmental acts or restrictions; failure of suppliers; pandemics; or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

K. OPERATIONAL CONTACTS

Communication related to the operational aspects of this contract will be addressed to:

Plymouth State University

Name:

Name:

Email:

Email:

Phone:

Phone:

- L. This Contract and other documents specifically incorporated or referenced herein contain the entire understanding of the parties concerning the matters contained herein.

[SIGNATURE PAGE FOLLOWS]

The parties hereby execute this contract on the date of last signature.

APPROVED BY:

Authorized Representative of

Owner's Signature

Date

Owner: _____
Print name

Plymouth State University - Authorized Department Representative

Date

Plymouth State University - Authorized Division Representative

Date

Plymouth State University - Authorized Contract Signatory

Date