

**METHODIST UNIVERSITY
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) by and between Methodist University (“University”) and _____, (“Contractor”), located at:

(Legal name of Contractor)

(Street, City, State, and Zip code of Contractor)

WHEREAS, the University is desirous of obtaining services of the Contractor;

WHEREAS, the Contractor represents that Contractor has the knowledge, skill, and ability to perform services for the University;

NOW THEREFORE, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. The Term of this Agreement shall commence on _____, 20____ (“Start Date”) and continue until _____, 20____ (“End Date”). The Term may be extended beyond the stated End Date if the University agrees to the extension in writing.
2. The Contractor is hereby retained by the University and agrees to perform the services (“Services”) described below. Attach additional sheets if necessary.
3. The Contractor agrees to perform the Services to the satisfaction of the University during the term of this Agreement.
4. The University agrees to pay the Contractor a fee of \$_____ for such Services. The cost of the engagement should include all anticipated expenses, including travel, in the price and applicable taxes will be withheld. Contractor is responsible for travel expenses. The University does not reimburse travel expenses.
5. The payment terms are described below. Including number of payments, frequency of payments, and amount of each payment. Note if these are not to exceed amounts.
5. The Contractor agrees that the University will not deduct income or Social Security taxes on any payments to the Contractor hereunder (unless Contractor is out of state – refer to Item 6 below). The Contractor further agrees that the Contractor is solely responsible for the payment of any such taxes due to the proper taxing authorities.

6. North Carolina income tax is required to be withheld from non-wage compensation paid to nonresidents for certain personal services rendered in this State in connection with a performance, an entertainment or athletic event, a speech, or the creation of a film, radio, or television program. The University will withhold North Carolina income tax at the rate of four percent (4%) from the compensation unless Contractor provides to the University the Contractor's federal determination letter of tax exemption or a letter of tax exemption from the North Carolina Department of Revenue.
7. The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. The Contractor is not an employee of the University in the performance of Services and is not entitled to any employee benefits, statutory or otherwise, including, but not limited to, workers' compensation or unemployment compensation.
8. The Contractor agrees to keep confidential and not to disclose to third parties any information provided by the University pursuant to this Agreement unless the Contractor has received prior written consent of the University to make such disclosure.
9. In the performance of Services, the Contractor agrees that the Contractor shall not have the authority to enter into any contract or agreement to bind the University and shall not represent to anyone that the Contractor has such authority.
10. The Contractor represents and warrants to the University that in performing services the Contractor will not be in breach of any agreement with a third party.
11. The Contractor agrees that any personal injury to the Contractor or third parties or any property damage incurred in the course of performance of Services shall be the responsibility of the Contractor. The Contractor will indemnify, defend and hold the University harmless from any claims, demands, lawsuits, or award of damages arising out of the Contractor's performance of Services, except to the extent such are caused by the sole fault or negligence of the University.
12. The Contractor agrees that the obligations of Sections 5, 6, 7, and 9 hereof will survive the termination of this Agreement.
13. The Contractor may not assign the rights or obligations under this Agreement without the University's prior written consent.
14. This Agreement contains the entire understanding with respect to the subject matter hereof and may not be amended except by a written agreement executed by the Contractor and an appropriate representative of the University. If any such other written agreement is entered between the parties, this Professional Services Agreement shall govern any conflicts between the terms of the documents.
15. All or part of this Agreement may be terminated by the University for its Convenience. In such event, Contractor will be entitled to compensation for Services performed up to the date of termination. Contractor shall not be entitled to compensation or profit for Services not performed.
16. This Agreement shall be governed by the laws of the State of North Carolina.

Signature page to follow

