

STATE OF LOUISIANA

PARISH OF LINCOLN

C O N T R A C T

Be it known, that on this _____ day of _____, 20____, that Louisiana Tech University, on behalf of the _____ Department, College of _____ (hereinafter sometimes referred to as the "University") and _____ (hereinafter sometimes referred to as "Contractor") (*include Contractor's name and legal address including zip code*) do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICES

Contractor hereby agrees to furnish the following services: _____ . *(must include a description of the specific goals and objectives, deliverables, performance measures and a monitoring plan).*

See Addendum No. 1 for additional conditions.

PAYMENT TERMS

In consideration of the services described above, the University hereby agrees to pay to Contractor a maximum fee of \$_____ per annum payable at a rate of \$_____ for each call and/or a professional service charge not to exceed \$_____ per hour. Payment will be made only on approval of _____, Louisiana Tech University. Itemized invoice required for payment. Payment will be made only on approval of *(Name of authorized person)*

or

In consideration of the services described above, the University hereby agrees to pay to Contractor a fee of \$_____. Itemized invoice required for payment. Payment will be made on approval of _____ name _____, _____ title _____, Louisiana Tech University. The fee includes the Contractor's cost of transportation and per diem. **(OR** the fee does not include the Contractor's cost of transportation and per diem.) Transportation and per diem, not to exceed State travel regulations, will be paid on the following basis:

TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under tax identification number _____.

TERMINATION FOR CAUSE

The University may terminate this Contract for cause based upon the failure of the contractor to comply with terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the state to cure the defect.

TERMINATION FOR CONVENIENCE

The University may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 through 1526.

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University, and shall be returned by Contractor to University, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be returned by Contractor to University, at Contractor's expense, at termination or expiration of this contract.

ASSIGNMENT

The Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the University,

provided however, that claims for money due to or become due to the contractor from the University may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

AUDITORS

It is hereby agreed that the Legislative Auditor of the University and/or the Office of the Governor, Division of Administration auditors of Louisiana shall have the option of auditing all accounts of Contractor which relate to this contract.

TERM OF CONTRACT

This contract shall begin on _____, and shall terminate on _____.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

DISCRIMINATION CLAUSE

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED at _____, Louisiana on the day,
month and year first written above.

WITNESSES:

CONTRACTOR

_____ By: _____

_____ Title: _____

LOUISIANA TECH UNIVERSITY

_____ By: _____

_____ Title: _____

LOUISIANA TECH UNIVERSITY

_____ By: _____

Daniel D. Reneau

_____ Title: President _____