

PROFESSIONAL SERVICES CONTRACT

Be it known, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2008 McNeese State University and  
Contractor's Name \_\_\_\_\_  
Legal Address \_\_\_\_\_  
Street Address, City, State, Zip \_\_\_\_\_

(hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions:  
Contractor hereby agrees to furnish the following services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In consideration of these services, McNeese hereby agrees to pay a maximum fee of: \_\_\_\_\_

Date payment is required by: \_\_\_\_\_ Forward payment to the above address or:  
Cost Center Charged \_\_\_\_\_  
Cost Center Name \_\_\_\_\_

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

This contract may be terminated by mutual consent by both parties upon 30 days written notice.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets, or any other material related to this contract shall become the property of the State.

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

Social Security \_\_\_\_\_ Federal Identification Number: \_\_\_\_\_

The Contractor shall not assign any interest in this contract and shall not transfer any interest in same, without prior written consent of McNeese, provided, however, that claims for money due or to become due to the Contractor from McNeese 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 State.

The contract shall begin on: \_\_\_\_\_ and terminate on \_\_\_\_\_

The parties hereto have executed this agreement in duplicate on the date first written above.

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriation act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effort 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 have not been appropriated.

McNeese State University does not discriminate with regard to ethnicity, race, color, national origin, sexual orientation, religion, disability, veteran status, age, or sex in admission to or employment in its education programs or activities. Inquiries concerning the application of Title IX and its implementing regulations or equal opportunity may be referred to the Title IX Coordinator and Equal Opportunity Officer: Vice President of Special Services and Equity, Box 93248, McNeese State University, Lake Charles, Louisiana 70609. Telephone: voice (337)475-5428; hearing impaired TDD (337)562-4227.

Generally contracted services that are performed using university property or facilities require the contractor to provide written evidence of insurance and/or university identification before services may begin. Such contract types include, but are not limited to tenants, entertainers, and others requiring facilities usage.

Any travel related expenses are subject to PPM 49 state travel regulations.

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

The Director of the Louisiana Office of Contractual Review must approve all contracts that exceed \$20,000 in accordance with LA. R.S. 39:1502. It is the responsibility of the contractor to advise the university, in advance, if contract funds or contract terms may be insufficient to complete contract objectives.

**A Contract must be signed by ALL parties before service is performed. Allow two weeks for processing.**

**CIRCLE ONE: I am an ACTIVE or RETIRED member of Teacher's Retirement (TRSL). For any contract with a TRSL retiree or for any contract exceeding \$1,000 with a TRSL active employee, McNeese State University will deduct the TRSL employer and employee contributions from the amount paid and remit to the TRSL, as required by TRSL. All retired members shall be paid through Payroll.**

APPROVED BY:

By: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print: \_\_\_\_\_ Print: \_\_\_\_\_  
Department Head Contractor's Name / Title

DO NOT WRITE BELOW THIS LINE

Payroll \_\_\_\_\_