New Mexico State University
Procurement Services and Risk Management

Professional Service Contract

Contract/Purchase Order Number: _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20 _____ by and between **the Regents of New Mexico State University**, hereinafter called the "University," and

Company/Individual Name: _____

Address: _____

_____

hereinafter called the "Contractor."
WITNESSETH:

WHEREAS, the Director of Purchasing & Risk Management Administration of the University is advised and believes that the Contractor is one of such requisite character and qualifications and is willing to engage him/her for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in paragraph one.

NOW THEREFORE, in consideration of the premises and of the mutual and reciprocal promises of the parties hereto, IS HEREBY covenanted and agreed by and between parties:

1. That the Contractor will render the following professional services to the University:
(Note: Attach Proposal if Contract is $5,000 or more)

2. That the contractor will devote the necessary hours each week to the performance of such duties that may be assigned to him/her by the University.

3. That the contractor will serve the University diligently and faithfully, and according to its ability and in all respects, will use his/her utmost endeavors to promote the interest of the university.

4. That the Contractor will maintain records indicating the date and length of time such services are rendered. These records shall be subject to inspection by the designated agent of the University.

5. That the services rendered by the Contractor shall be at the location of _____ _____ or where the University shall designate.

6. That for the services rendered satisfactory as per paragraphs one through five, the University agrees to pay the Contractor compensation as follows: at the following rate of $ _____ _____ plus expenses (if applicable) as follows:

_____

Such compensation and expenses not to exceed $ _____ in total, payable by the University upon receipt of a signed invoice or Payee Claim for Reimbursement. The contractor will pay the State of New Mexico the Gross Receipts Tax levied on the amounts payable under this contract.

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7. Per IRS requirements, reimbursements to independent contractors for travel, entertainment or gift expenses must be included in income if an adequate accounting is not provided. For the purposes of this requirement, the University considers requests for reimbursement of these expenses to have not been adequately accounted (billed to the University) if the accounting is not received by the University within one hundred eighty (180) calendar days of when the independent contractor incurred the expense. For any such expenses reimbursed by the University, in which an adequate accounting as described above was not received, the independent contractor will be issued a 1099-MISC, provided the total amount of such reimbursements, combined with any other 1099-reportable payments issued to the independent contractor, exceed the published 1099 reporting threshold for the calendar year in which the payment was made.

8. That the Contractor is an independent contractor performing professional services for the University. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to the employees of the University as a result of this contract.

9. That the terms of this contract are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this contract. The University's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

10. That the Contractor shall not assign any interest in this contract or transfer any interest in same or assign any claim for money due or to become due under this contract without the prior written consent of the University.

11. That either party, independent or in concert, may terminate this contract by giving thirty (30) days written notice to the other party.

12. That this agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings, have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

13. That this agreement shall not be altered, changed, or amended except by the instrument in writing executed by the parties hereto. The foregoing being clearly understood and agreed to, the parties hereto have set their hands and seals.

14. That this agreement shall be deemed to be a contract made in accordance with the laws of the State of New Mexico.

15. As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act or failure to act of the respective party or of its officials, agents and employees pursuant to this Agreement. The liability of the Regents of New Mexico State University shall be subject to the immunities and limitations of the Tort Claims Act, Sections 4 1-1-1 et. Seq., NMSU 1978, and of any amendments thereto.

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ROUTING

PRSM
MSC 3890
purchasing@nmsu.edu
Phone 646-2916

SECTION 1: CONTRACTOR INFORMATION

Contractor Print Name: _____ E-mail Address: _____ Phone: _____

Mailing Address: _____ City, State, Zip: _____

SECTION 2: DEPARTMENT INFORMATION

Department Name: _____ Mail Stop Code (MSC): _____

Contact Person: _____ Phone Number: _____ E-mail: _____

SECTION 3: CONTRACT TERM

Date Effective: _____

Termination Effective: _____

SECTION 4: PROFESSIONAL SERVICE CONTRACT APPROVAL

This Contract Between University and: _____ Has Been Approved By:

_____
Signature of Department Head | Print Name | Title

_____
Signature of Director of Purchasing & Risk Management Administration | Print Name

SECTION 5: PROFESSIONAL SERVICE CONTRACT SIGNATURES

The terms & conditions provided for in this contract shall become effective and binding upon the signature of both parties.

_____
Signature of Contractor | Print Name | Date

_____
Signature For New Mexico State University | Title | Date

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