

Murray State University

SPECIAL SERVICES CONTRACT

Use of this contract form is limited to services provided to Murray State University for visiting speakers, professors, expert witnesses, and performing artists, in accordance with KRS 45A.095(f)/ Opinion of the Attorney General 90-124.

This Special Services contract for _____ is made and entered into this _____ day of _____, 20__ by and between Murray State University and the Second Party (Contractor).

Name of Individual/Firm Social Security or Federal I.D. No.

Street Address City State Zip Code

SERVICES:

Murray State University has determined that either university personnel are not available to perform the described services or use of Murray State University personnel would not be feasible. Therefore, the contractor will perform the services described below:

PAYMENT:

As fee for the services described, Murray State University agrees to pay the contractor a sum not to exceed \$ _____ upon receipt of signed invoice(s). No other fees or expenses are authorized unless specifically identified in this contract. Payment will be made as described below:

Hourly \$ _____ per hour
Per Diem \$ _____ per day
Fee for Service \$ _____ per services
Explain other: _____

CONTRACT DATES:

Beginning date: _____

Ending date: _____

The contractor is an independent contractor for Murray State University, therefore, Murray State University is NOT liable for Social Security contributions pursuant to Section 418, U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payments exceed \$600.

Murray State University
Special Service Contract

MURRAY STATE UNIVERSITY:

Submitted by:

Signature (Dean or Director) Date

Signature (Account Manager, if different from Dean or Director) Date

Department Account Number

SECOND PARTY (CONTRACTOR):

Typed Name and Title

Signature Date

APPROVED:

Director for Procurement Services

NOTE:

The attached terms and conditions, MSU/SSC-1 are part of this contract.

MSU SPECIAL SERVICE TERMS AND CONDITIONS (MSU/SS C-1)

1. CANCELLATION.

Murray State University shall have the right to terminate and cancel this agreement at any time upon thirty (30) days written notice served on the Contractor by registered or certified mail.

2. PURCHASING AND SPECIFICATIONS.

The Contractor certifies by his signature hereinafter that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the university. For the purpose of this paragraph and paragraph 3, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

3. CONFLICT-OF-INTEREST LAWS AND PRINCIPLES.

The Contractor hereby certifies by his signature that he is legally entitled to enter into the subject contract with Murray State University and certifies that he is not and will not be violating any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390, or any other applicable statute) or principle by the performance of this contract.

4. CHOICE OF LAW AND FORUM PROVISION.

All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Calloway County Circuit Court of the Commonwealth of Kentucky.

5. DISCRIMINATION (BECAUSE OF RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR HANDICAP) PROHIBITED.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age (40-70). The Contractor further agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified handicapped individuals under any program or activity receiving federal financial assistance. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex or age(40-70) or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex or age(40-70) or handicap.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records and accounts by administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for the further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. The contractor agrees to abide by all applicable laws which prohibit discrimination, including those amendments thereto which have been enacted subsequent to the preparation of the materials in numbered paragraph 5.

SPECIAL SERVICES CONTRACT INSTRUCTIONS

Please Note: This form cannot be used for establishing contracts with Murray State University faculty or staff. If the situation warrants, payments of this nature will continue as "Special Projects" and will be processed through Human Resources.

Special Services Contract Form:

1. Complete information requested on the front page.
2. Secure appropriate signatures for Dean, Director, and/or Account Manager.
3. Fill in account number.
4. Obtain the signature of the party with whom you are contracting on signature line "second party".
5. Have the contractor complete a W-9 form (available from Procurement Services or Accounting). Turn in form with the contract.
6. Submit to Procurement Services for the signature of the Director of Procurement Services Department.

Note: Services may be procured when the contract number has been assigned, approval signature acquired and a copy from Procurement Services has been returned to the requesting department.

7. Special Services Contract payment - Upon completion of service, department secures an invoice and prepares a confirmation requisition, placing the personal services contract number in the place designated "purchase order number". Under description you may simply state "special services contract at per attached invoice".

Emergency contracts will be handled on an individual basis.