**AGREEMENT BETWEEN**

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY**

**AND AGRICULTURAL AND MECHANICAL COLLEGE on behalf of its**

**LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER**

**AND**

Enter **Contractor’s legal name**ENTER ADDRESS
ENTER CITY, STATE AND ZIP

This agreement is made and entered into by and between Enter f**ull Contractor’s legal name**, hereinafter referred to as “CONTRACTOR,” and the Board of Supervisors of Louisiana State University Agricultural and Mechanical College on behalf of its Louisiana State University Health Sciences Center, **Choose from droplist** represented herein by Larry H. Hollier, M.D., Chancellor, Enter **Dean’s name**, Dean, and Enter **Dept. Head name**, Enter **Dept. Head title or other title**, hereinafter referred to as “UNIVERSITY.”

WITNESSED:

In consideration of the mutual promises contained herein, and intending to be bound, the parties agree as follows:

PERIOD OF CONTRACT: This Agreement shall become effective on Enter Start Date and shall terminate on Enter **End Date**.

DESCRIPTION OF SERVICES: Contractor agrees to Enter text and/**or refer to Attachment A for** **details by using the following language: “Contractor agrees to provide the services as set forth in with Attachment A attached hereto and incorporated herein by reference.”**

AMOUNT AND TERMS OF PAYMENT: In consideration of the services described above, University hereby agrees to pay Contractor in an amount not to exceed $Enter total dollar Amount. This total shall include reimbursement for professional time and all related expenses. **If progress and/or completion to the reasonable satisfaction of the University are obtained, payments are scheduled as follows: EXAMPLE: Contractor shall be paid (one-time, in full) at the conclusion of this (seminar, presentation, training, etc.).**

PAYMENT OF 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 the obligation of Contractor. (In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue shall determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties and fees owed to the State of Louisiana and collected by the Department of Revenue and shall provide a tax clearance prior to approval of the Agreement.)

TERMINATION FOR CONVENIENCE: Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. The Contractor shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

TERMINATION FOR CAUSE: University may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement; provided that the University shall give written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor has not either corrected such failure, or in the case which failure cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then University may, at its option, place Contractor in default and this Agreement shall terminate on the date specified in the 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 Agreement, provided that the Contractor shall give the University written notice specifying the University’s failure and a reasonable opportunity for the University to remedy the defect.

REMEDIES FOR DEFAULT: Any claim or controversy arising out of this Agreement shall be resolved by the provisions of LSA R.S. 39:1672.2-1672.4.

RIGHT TO AUDIT: The State Legislative Auditor, Federal Auditors, University Auditors or those designated by the University shall have the option of auditing all accounts pertaining to this Agreement. Records will be made available during normal working hours for this purpose.

RECORD RETENTION: Contractor agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three (3) years (L.R.S. 44:36 Preservation of Records) after final payment, or as described in 45 CFR 92:42, whichever is longer. Books, records, and other documents concerning this Agreement may be disposed of prior to the three (3) year period if audits have been conducted and no exceptions found.

FISCAL FUNDING: The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or is 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 Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

FUND USE: Contractor agrees not to use funds paid for services rendered under terms of this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall funds be used to lobby for or against any proposition. This shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority.

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 Agreement. All records, reports, documents, or other material related to this Agreement 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 Agreement.

ASSIGNMENT: Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of University and the Office of State Procurement (if applicable), provided however, that money due or to become due to the Contractor from the University under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the University and the Division of Administration, Office of State Procurement (if applicable).

COMPLIANCE WITH REGULATIONS AND STANDARDS: Contractor shall, and shall assure that, all Contractor Professionals providing Services under this Agreement meet all applicable federal, state and local laws and ordinances and applicable standards of all regulatory agencies that govern the provision of the Services provided under this Agreement.

CONFIDENTIALITY: Contractor hereby warrants that it shall comply with all applicable Federal and State laws, rules, and regulations concerning confidentiality as well as the regulations concerning confidentiality which safeguard information.

APPROVAL: This Agreement may be subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until this Agreement has been approved by the required authorities of the University, and, if applicable, by the Director of the Office of State Procurement, Division of Administration. It is the responsibility of Contractor to advise University in advance if Agreement funds or Agreement terms may be insufficient to complete the Agreement objectives.

SUBCONTRACT: Contractor shall not enter into any subcontract for work or services contemplated under this Agreement without obtaining prior written approval from University. Any subcontractors approved by University shall be subject to conditions and provisions as University may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase by Contractor of supplies and services which are incidental but necessary for the performance of the work required under this Agreement. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.

MODIFICATIONS AND AMENDMENTS: It is understood by both parties that this Agreement may be modified or amended only by written agreements signed and duly approved by those representatives of both parties so authorized to enter into agreements, and that no amendment or modification shall take effect until so approval by all parties to the Agreement and, if applicable, by the Director of the Office of State Procurement, Division of Administration.

SEVERABILITY: The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforcement of any other term or provision.

DISCRIMINATION CLAUSE: Contractor agrees to abide by the requirements of the following as applicable: Title VI 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, the requirements of the Americans with Disabilities Act of 1990.

Both Parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, political affiliation, disability or age. Any act of discrimination committed by either Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

CODE OF CONDUCT:  Contractor shall adhere to University's Code of Conduct which can be viewed at <http://www.lsuhsc.edu/administration/ocp/code_of_conduct.aspx> and the University's Deficit Reduction Act Notice which can be viewed at <http://www.lsuhsc.edu/administration/ocp/dra-notice.aspx> .

EXCLUSIONS AND STATE EMPLOYMENT CERTIFICATION:

a.         Exclusions.  Contractor certifies that Contractor is eligible to participate in federal and state programs and has not been excluded from such participation by any federal and/or state agency. By signing this document, Contractor in particular also certifies that neither its business entity nor any of its employees is currently listed as excluded or sanctioned by the Department of Health and Human Services, Office of Inspector General (OIG), or the General Services Administration (GSA). Contractor understands that if at any time during the term of this Agreement its business entity, or any of its employees appear on either listing, this contract will be immediately terminated.

b.          Louisiana Code of Ethics.  By signing this document, Contractor also warrants and represents that it and/or any of its officers, employees, or agents (as applicable) has not been employed by any Louisiana State University (LSU) entity at any time during the period of two (2) years immediately preceding the effective date of this Agreement.

c.         Teachers’ Retirement System of Louisiana (TRSL).  In addition, by signing this document, Contractor also warrants and represents that no Contractor Professional assigned, or to be assigned at a later date during the effective term of this Agreement, to provide services pursuant to this Agreement has been enrolled in the TRSL. In case any of the Contractor Professionals to be compensated for any services provided pursuant to this Agreement has been enrolled in the TRSL, Contractor agrees to promptly notify University, assist with verification of any such enrollment and cooperate with University to ensure that the parties comply with any and all TRSL reporting requirements and regulations currently in effect. Both parties understand and agree that in any case of prior TRSL enrollment, Contractor Professional’s TRSL benefits may be reduced and/or suspended while he/she is receiving compensation for the services provided to University and both parties agree to cooperate in good faith to determine the most current rates and reductions required by TRSL and apply them as required by the applicable law and regulations. Contractor shall use its best effort to timely inform any and all effected individuals of both the TRSL requirements and of the consequences of their status and/or (non) compliance.

d.         Violation, Penalties and Survival. In case of any violation of this Section, both parties understand and agree that any penalties or liabilities levied against the University as a result of such violation on the part of Contractor shall be fully paid by Contractor, or (if applicable) deducted from the compensation due to Contractor pursuant to this Agreement and/or any renewal thereof. This Section shall survive termination or expiration of this Agreement.

ENTIRE AGREEMENT: Contractor shall be entitled to no benefit(s) other than those specified herein. No oral or written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendment(s) to become effective on the date stipulated in such amendments. Contractor and University agree that this Agreement may be amended as needed to comply with state and federal regulations. The terms and conditions set forth herein constitute the entire agreement between Contractor and University.

THUS DONE AND SIGNED AT Enter location, Louisiana this **Choose from Droplist** day of **Choose from Droplist**, **Choose from Droplist**.

### FOR BOARD OF SUPERVISORS OF FOR CONTRACTOR

### LOUISIANA STATE UNIVERSITY AND Enter Contractor full name

### AGRICULTURAL AND MECHANICAL

COLLEGE

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) Larry H. Hollier, M.DChancellor Louisiana State UniversityHealth Sciences Center – New Orleans  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) **Enter authorized signatory name** **Enter title**  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) Enter Dean’s nameDean**Choose from droplist** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) **Enter Dept. Head name****Enter Dept or Center name** |  |