

CONSULTING AGREEMENT

THIS Agreement is entered into this ____ day of _____, by and between Mississippi State University (hereinafter referred to as the University) Mississippi State, MS 39762 and (hereinafter referred to as the Contractor) and with the address of:

WITNESSETH THAT:

WHEREAS, the University desires the Contractor to perform certain work or services on the terms and conditions hereinafter set forth, and

WHEREAS, the Contractor is available, willing, and qualified to perform the work and/or services for the University;

NOW, THEREFORE, it is mutually agreed as follows:

I. Scope of Work

II. Period of Agreement

The consulting services shall be performed during the period of ____ to ____.

III. Allowable Cost and Payments

1. Mississippi State University reserves the right to withhold final payment until the Consultant has completed the Scope of Work as acceptable to the University.

2. Consultant will be paid _____. Payment will be made upon _____. The maximum amount payable to Consultant under the terms of this Agreement is _____.

3. Consultant shall submit a Statement of Services and expenses to FWRC, Box 9680, Miss. State, MS 39762. Payment will be made within thirty (30) days after the University's receipt and approval of the consultant's Statement of Services and expenses.

IV. Copyright

1. All rights to any copyrightable materials produced under this Agreement shall be retained by the University.
2. To the extent the Contractor has the right and permission to do so, he/she shall grant the University a royalty-free non-exclusive, and irrevocable license to use in any manner material not first produced in the performance of the work which is incorporated in the materials thereunder. The Consultant shall advise the University of any such material known to him/her not to be so licensed under this condition.

V. Patents Rights

All inventions made in the course of or under this Agreement shall be promptly and fully reported to the University subject to the terms of the aforementioned grant. The University shall retain all rights and title to any invention, discovery, or improvement which is conceived or first reduced to practice in the performance of this Agreement.

VI. Relationship of Parties

The relationship of Consultant to the University shall be that of an independent consultant. None of the provisions of this Agreement are intended to create, nor shall they be construed to create an agency, partnership, joint venture or employer/employee relationship between Consultant and University.

VII. Personal Services - Assignment

1. The work or services provided for herein shall be performed personally by the Consultant and no other person shall be engaged upon such work or services by the Consultant; provided, however, that this paragraph shall not apply to secretarial, clerical, and technical services needed by the Consultant to assist in the performance of this Agreement.
2. Neither this Agreement nor any interest therein nor claim thereunder shall be assigned or transferred by the Consultant except as expressly authorized in writing by the University; however, the whole or any part thereof is assignable by the University to the Government or such person as designated by the Government, and, in the event of any such assignment to the Government or its designee, this Agreement will continue in full force and effect in accordance with its terms.

VIII. Resolution of Disputes

Any dispute concerning a question of fact under this Agreement shall be presented to the University for resolution. Disputes that cannot be resolved by the University shall be determined by a court of competent jurisdiction in the State of Mississippi.

IX. Termination

This Agreement may be terminated by either party provided that no termination may be effected unless the other party is given a) not less than ten (10) calendar days written notice (by certified mail, return receipt requested) of intent to terminate; and b) an opportunity for consultation with the terminating party prior to termination. Upon receipt of a termination action, the Consultant shall promptly discontinue all affected work. In the event of such termination, the Consultant shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner as of the date of termination, as determined by the Consultant and University. Such compensation shall not exceed the maximum amount payable under this Agreement.

X. Applicable Law

This Agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the laws of the State of Mississippi. It is understood and agreed by both parties that if any part, term or provision of this Agreement is determined by the courts or other judicial body to be illegal or in conflict with any law of the State of Mississippi, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed in force as if the Agreement did not contain that particular part, term or provision held to be invalid.

XI. Liability

Consultant agrees to indemnify, release, save and hold harmless the University from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees arising out of the negligence or any negligent act of the Consultant.

XII. Equal Opportunity

Consultant may not discriminate on the basis of race, color, religion, national origin, sex, age, handicap/disability or veteran status for any work.

Consultant must be in compliance with Equal Opportunity Clause in the conduct of the Agreement (Executive Order 11375). In the event of the Consultant's noncompliance with the Equal Opportunity Clause of the Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended, in whole or in part, and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11376 of October 13, 1967.

XIII. Modification

This Agreement may be modified by mutual consent of both parties. Any modification shall be made in writing, stating the changes being effected, and shall be signed by both parties to the Agreement.

XIV. Entire Agreement

This Agreement constitutes the entire Agreement between both parties and shall supercede and replace any and all prior negotiation, understandings and agreements, whether written or oral, between both parties hereto.

MISSISSIPPI STATE UNIVERSITY

CONSULTANT

BY: _____

BY:

TITLE:

TITLE:

DATE: _____

DATE:

BY:
Bob L. Karr

TITLE:Interim Director, Forest & Wildlife Research Center

DATE:
Vance Watson

TITLE: Vice President for Agriculture, Forestry and Vet Med

DATE: