Purpose: Contractor agrees to use reasonable efforts, in providing vocational development, training and support, working as an independent contractor, to perform the public service or development (hereinafter called "Work") as described in the proposal entitled "[ ]" or in the Statement of Work that is incorporated into this Order as Appendix A.

Payment: If this is a Cost Reimbursement Order, University agrees to reimburse Contractor’s costs for Work performed based upon monthly invoices. Contractor will make persons and records available for audit for 3 years from end date. If this is a Fixed Price Order, the parties agree that any invoices issued will be lump sum, no cost detail. University agrees to make payments in accordance with the schedule in Appendix A. Contractor agrees not to exceed the Total Cost/Price without written modification to this Order.

Flow-through: Regulatory and Programmatic requirements for Federal funds are set out in Appendix B. Invoices: Submit invoices to: UNCP Controller’s Office, Attn: Penny Locklear, One University Dr., PO Box 1510, Pembroke, NC 28372, Ph. (910) 522-5735.

Reports: Reports and/or deliverables will be submitted by the Delivery Date above or in accordance with the schedule set out in Appendix A. Late reports may be cause for termination of this Order.

Compliance: Each party warrants that it has, or shall have, written policies and guidelines on conflict of interest and avoidance thereof. Both parties certify that, to the best of their knowledge, no conflicts of interest exist for individuals participating in the Work. Should either party discover a conflict of interest during the term of this Work Order, each party shall promptly report said changes to the other party.

Confidentiality - Both parties hereby warrant that they shall comply with all applicable federal and state laws, rules and regulations concerning confidentiality. The Parties understand that as a state entity, University is subject to the North Carolina Public Records Act, NCGS §132-1, et seq.

Insurance – Contractor warrants and represents that it has adequate liability insurance, such protection being applicable to all officers, employees, agents and all participants of the Work while acting within the scope of their employment, including but not limited to acting within the Scope of the Work.

Ownership: Subject to the rights of the Federal Government, neither party transfers by operation of this Work Order any intellectual property rights that either party now owns or hereafter acquires in the performance of the Work.

Publication: University has the right to publish any of the results of the Work.

Use of Name: Neither party will use the name or marks of the other or their employees in any form of advertising, publicity, or in any other manner, without the express written permission of an authorized representative of the other party.

Termination: Either party may terminate performance under this Work Order at any time upon at least thirty (30) days written notice to the other party as listed above. Upon receipt or issuance of a notice, Contractor will stop the Work immediately. University agrees to reimburse Contractor for all costs and non-cancelable obligations incurred prior to receipt of termination notice.

Liability: Each party shall be solely liable for any claims, act, actions, demands or damages arising out of its performance of this Work Order.

Governing Law: This Work Order shall be governed and construed in accordance with the laws of the state of North Carolina, without regard for conflicts of laws provisions. Legal actions will be adjudicated in a court of competent jurisdiction in the state of North Carolina.

Entire Agreement: This embodies the entire understanding of the parties. It supersedes any prior or contemporaneous representations, either oral or written. Should Contractor’s business practices require that a Purchase Order (PO) or other contractual document be issued in order to establish an accounts payable record, the parties agree that the PO is for payment purposes only, that any additional terms and conditions associated with such a PO are void and do not supersede the terms of this Work Order.

By an Authorized Official of the Contractor

Name: ___________________________ Date: ____________

Title: ___________________________ 

By an Authorized Official of the University

Name: ___________________________ Date: ____________

Title: ___________________________ 

Prime Sponsor: [Insert signatory/or admin]

Prime Award/FAIN #: 5735

CFDA#: 52-

R&D: [ ] Yes [ ] No

Check Appendices included: [ ] “A” Statement of Work & Budget [ ] “B” Federal Funding Requirements [ ] Other

UNCP Pembroke SP Work Order PubSvc/Dev version January 2020
### Statement of Work:

Robeson RCORP Consortium member/representative will:

1. attend/participate in all monthly consortium meetings
2. be actively involved and assist with the strategic plan, which includes:
   a. serving on one of the subcommittees
   b. providing input and sharing strategies that have/can produce positive outcomes
   c. collaborating with other members and supporting their organization efforts and events
3. coordinate an orientation for organization employees
4. collect, complete, and submit requested forms (i.e., client feedback questionnaire, data collection forms, mid-year and year-end reports).

### Budget:

$5,000

### Reporting Schedule:

- Mid-Year
- Year-End

### Payment Schedule:

- [ ] Cost Reimbursement
- [x] Fixed Price Order

University shall reimburse Contractor no more often than monthly for allowable costs. All invoices shall be submitted using Contractor’s standard invoice, but at a minimum shall include current and cumulative costs.
Appendix B

Certification of Compliance with Federal Regulatory and Programmatic Requirements

Prime Federal Funding Agency: __________________________
Prime Agreement/Grant/Contract Number: ________________________
Catalog of Federal Domestic Assistance (CFDA) Number: __________

By signing this Public Service/Development Work Order, the Contractor certifies that to the best of his/her knowledge, Contractor is in compliance with the applicable regulatory requirements listed below. Contractor agrees to immediately report to University any change in its compliance status.


6) USDA Rules that implement the Laboratory Animal Welfare Act of 1966, 9 C.F.R. Parts 1-4

7) OMB Circular A-129 and 40 C.F.R. § 30.73 (Subrecipient is not delinquent on any Federal debt.)

8) 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

9) The Safe Drinking Water Act, 42 U.S.C. § 300h-3(e)


14) Debarment and Suspension Regulations under E.O. 12549 & 12689, 7 C.F.R. § 3017, 10 C.F.R. § 606 & 40 C.F.R. § 32, or equivalent

15) Prohibitions against lobbying as set forth in 7 C.F.R. § 3018, 31 U.S.C § 1352 and 18 U.S.C § 1913

16) The Hatch Act, 5 U.S.C. § 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are in whole or in part supported by Federal Funds


19) Section 7009 of the America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education, and Science Act, Public Law 110-69; and the NIH Public Access Policy, Division F Section 217 of Public Law PL 111-8

20) The E.O. 13513, Encouraging Contractor Policies to Ban Text Messaging While Driving


23) Comply with environmental regulations that may be issued pursuant to:
   a. Institution of environmental quality control measures under NEPA, Public Law 91-190 & E.O.11514;
   b. Notification of violating facilities, E.O. 11738;
   c. Protection of wetlands, E.O. 11990;
   d. Evaluation of flood hazards in floodplains, E.O. 11988;
   e. Assure project consistency under Coastal Zone Management Act of 1972, 16 U.S.C. § 1451;
   g. National Historic Preservation Act of 1966, 16 U.S.C. § 470, E.O. 11593; and
   h. Lead-Based Paint Poisoning Prevention Act, 42 C.F.R. § 4801

24) Requirements governing the applicable Grant Program


Vendor vs Sub assessment ______________

https://www.visualcompliance.com/
https://ncadmin.nc.gov/documents/nc-debarred-vendors