



North Carolina Department of Public Safety

Governor's Crime Commission

Pat McCrory, Governor
Frank L. Perry, Secretary

Christopher E. Swecker, Chair
L. David Huffman, Executive Director

The purpose of this memo is to guide a Grantee if it chooses to subcontract with a vendor. This is not an exhaustive list of provisions for the contract, but merely minimum requirements for the Governor's Crime Commission. The Grantee is responsible for the contract terms and conditions to which it agrees.

In order for a Grantee to enter into a contract with a Contractor the following areas must be included in the agreement as provisions:

1. Contractual Status. Agreement that the Contractor performs the services required of the Contractor and that the Contractor is not an employee of the Agency.

Sample Language: The AGENCY and the CONTRACTOR agree that the CONTRACTOR shall perform the services required of the CONTRACTOR herein set forth: provided that the CONTRACTOR is not and will not by virtue of this contract acquire the status of an employee of the AGENCY. This AGREEMENT supersedes any and all prior agreements that may exist between CONTRACTOR and the AGENCY.

2. Time of Performance. List the effective date and termination date.

Sample Language: The effective date of this AGREEMENT is on or about _____ and the termination date is _____. The place of performance of this contract will be at _____.

3. Compensation. Explain the exchange of funds for the service performed is part of the Agency's grant project funded by the Governor's Crime Commission. List the grant project number. Explain there must be a detailed, original invoice to receive payment.

Sample Language: The AGENCY agrees to pay the CONTRACTOR a rate of \$_____ per_____, for a total sum not to exceed _____ for approved services provided by the CONTRACTOR.

Payment under this AGREEMENT will be made upon receipt of an original invoice from CONTRACTOR documenting the services performed; hours worked providing the services, hourly rate of pay, and the amount due and payable pursuant to this Agreement. All services must be performed to the satisfaction of the AGENCY prior to any payment being made.

4. Scope of Services to be Rendered. List in detail specific, related services to be provided. Require resumes to be provided for persons performing services.

Sample Language: The CONTRACTOR hereby agrees to perform in a manner satisfactory to the AGENCY in support of the grant project funded by the Governor's Crime Commission, the following described services: ...

5. Audit of Project Records and Contract Administrator. Explain that Governor's Crime Commission has the right to audit all records at any time.

Sample Language: The CONTRACTOR'S project records may be audited at any time by the AGENCY, the Governor's Crime Commission, or duly authorized agents of either entity.



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6. Contract Administrator. List the Agency Project Director or Grant Administrator and explain role.

Sample Language: _____ is designated as the contract administrator for this AGREEMENT. The contract administrator is responsible for monitoring the CONTRACTOR'S performance, approving payment to the CONTRACTOR, and for providing evaluation of the CONTRACTOR.

7. Availability of Funds. Explain the Agreement is contingent upon available funds.

Sample Language: Any and all payments to the CONTRACTOR are dependent upon and subject to the availability of funds to the AGENCY for the purpose set forth in this AGREEMENT.

8. Confidentiality. Explain confidentiality.

Sample Language: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the CONTRACTOR under this AGREEMENT shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the AGENCY.

9. General Indemnity. Explain Agency is not liable.

Sample Language: The CONTRACTOR shall hold and save the AGENCY and Governor's Crime Commission harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the CONTRACTOR.

10. Compliance with Law. Explain must comply with laws.

Sample Language: The CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

11. Governing Law. Explain governing law.

Sample Language: This AGREEMENT is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

12. Certification. Explain must be restricted from receiving funds.



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Sample Language: The CONTRACTOR certifies that they have not been debarred or suspended from receiving Federal or State funds.

13. Assignment or Transfer. Explain Contractor may not assign or transfer.

Sample language: No assignment or transfer of the CONTRACTOR'S obligations or the CONTRACTOR'S right to receive payment hereunder shall be permitted.

14. Entire Agreement. Explain contract is entire Agreement.

Sample Language: This AGREEMENT and any documents incorporated specifically by reference represent the entire AGREEMENT between the parties and supersede all prior oral or written statements or agreements.