

FEASIBILITY STUDY AGREEMENT
BETWEEN
THE NORTH CAROLINA AGRICULTURAL FOUNDATION, INC.

AND

[REDACTED]

AND

[REDACTED]

THIS AGREEMENT (“Agreement”) is made on this day, [REDACTED], by and between THE NORTH CAROLINA AGRICULTURAL FOUNDATION, INC. (hereinafter also referred to as “NCAF”); and [REDACTED] (hereinafter also referred to as “Cooperating Professional”); and [REDACTED] (hereinafter also referred to as “Recipient”).

1. Services Performed. [REDACTED], (Cooperating Professional), will make him/herself available to assist [REDACTED], (N.C. Value-Added Cost Share Recipient), with the development and completion of an Agricultural Enterprise Feasibility Study (“Study”) and performed under the N.C. Value-Added Cost Share Guidelines ([Attachment A](#)) for a period not to exceed 365 days. The components of the Study must meet the minimum requirements set forth in the attached USDA Cooperative Feasibility Study Guide (SR 58) ([Attachment B](#)).
2. Duration. Commencing on [REDACTED] this Agreement will terminate on [REDACTED] unless sooner terminated pursuant to this Agreement or upon completion and submission of the Study.
3. Warranty. Cooperating Professional shall provide his/her services and meet his/her obligations under this Agreement and all attachments (A-E) in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards, and will provide a standard of care equal to, or superior to, care used by service providers on similar projects. Recipient shall provide all pertinent information requested by the Cooperating Professional in a timely manner in order that the Cooperating Professional can adequately prepare the Study.
4. Payment Terms.
 - A. The Cooperating Professional will submit initial invoices (up to \$5,000 value) to the N.C. Value-Added Cost Share Recipient upon execution of Agreement, which will serve as a retainer fee for the Cooperating Professional.
 - B. The NCAF will issue cost share payments from the awarded North Carolina Tobacco Trust Fund Commission grant entitled “Value-Added Cost Share Program,” not to exceed \$20,000 total as follows: Fifty percent (\$10,000) upon the submission of an

interim report as outlined in [Attachment C](#); and fifty percent (\$10,000) upon the completion and submission of the Study and a summary as outlined in [Attachment D](#).

C. The remaining balance due to the Cooperating Professional for services rendered is the responsibility of the N.C. Value-Added Cost Share Recipient and will be made upon completion and submission of the Study.

D. NCAF shall in no manner be liable for payments obligated by the N.C. Value-Added Cost Share Recipient. N.C. Value-Added Cost Share Recipient has certified availability of funds for the Study ([Attachment E](#) – 2009 N.C. Value-Added Cost Share Application, Section III).

5. Business Relationship. Cooperating Professional is and remains open to conducting similar tasks or activities for clients other than N.C. Value-Added Cost Share Recipient and NCAF. The Cooperating Professional holds him/herself out to the public to be a separate business entity than NCAF and as such is responsible for payment of all taxes, fees, licenses, insurances and other standard business expenses.

6. Independent Contractor Status. The services performed by Cooperating Professional hereunder shall be as an independent contractor and Cooperating Professional will not be considered an employee of NCAF for any purposes.

7. Limitation of Consultant's Liability.

A. NCAF shall not be liable for any work, expenditures, or efforts by Cooperating Professional or Recipient performed hereunder that are not consistent with the terms and conditions of the Project as delineated, determined and modified under the Attachments, or included within the specific written guidelines and budget as delineated, determined or modified under the Attachments; and

B. NCAF shall in no manner be liable for any injuries or damage caused by or to Cooperating Professional or Recipient, Cooperating Professional or Recipient's agents, servants and employees as a result of Cooperating Professional or Recipient's work hereunder; and Cooperating Professional and Recipient agree to indemnify and hold harmless NCAF, its agents and employees, from and against any and all such claims, damages, losses, and expenses, including reasonable attorneys' fees.

8. Integration Clause. This Agreement, including all Attachments to this Agreement, as amended from time to time in accordance with the terms of this Agreement, contain the entire agreement among the parties relative to the subject matters hereof.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart original. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart

instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all the parties had executed a single signature page.

10. Notices. Any notice, request or demand given under this Agreement shall be in writing and delivered personally, sent by facsimile (fax) transmission, email, or by certified or express mail, postage paid and shall be deemed given when so delivered addressed to:

To Cooperating Professional:

Name	<input type="text"/>
Address	<input type="text"/>
	<input type="text"/>
Phone	<input type="text"/>
Fax	<input type="text"/>
Email	<input type="text"/>

To Recipient:

Name	<input type="text"/>
Address	<input type="text"/>
	<input type="text"/>
Phone	<input type="text"/>
Fax	<input type="text"/>
Email	<input type="text"/>

To NC Agricultural Foundation:

NC Agricultural Foundation, Inc.
College of Agriculture and Life Sciences
Box 7645
NC State University
Raleigh, NC 27695
Attn: Kathy Kennel
Phone: 919-515-9259
Facsimile: 919-515-5274
Email: kathy_kennel@ncsu.edu

WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding to be effective the day and year first above written.

THE NORTH CAROLINA AGRICULTURAL FOUNDATION, INC.

By: _____
Keith D. Oakley, President

COOPERATING PROFESSIONAL

By: _____



RECIPIENT

By: _____

