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| Letter Agreement |  |

**University of North Carolina**

**General Administation**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Project , \_\_\_\_\_\_\_\_\_\_\_\_\_ University**

**This Agreement**  is made this XX th day of Month, Year, by and between the State of North Carolina through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_University hereinafter referred to as Owner, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to in this document as Architect.

**Whereas,** Owner needs the services of an architect/planner for \_\_\_\_\_\_\_\_\_\_\_Project of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_University.

The architect/planner shall provide professional services for the project in accordance with the terms and conditions of this agreement.

**Now, therefore,** Owner and Architect, for the consideration hereinafter set forth, agree as follows:

1. The Architect will perform the tasks as outlined in proposal letter dated <date of proposal> attached hereto as Attachment **A.**
2. Deliverables will include <Description of deliverables>.

C)The Owner will compensate the Architect in the amount of <amount of proposal, spelled out and then shown in numeric form i.e. forty-six thousand dollars ($46,000)> payable in mutually agreeable increments as the work progresses. Payments are not to exceed the stated values.

1. This work will be completed on or before <proposed completion date>.
2. Records of the architect’s personnel, consultants, additional services and reimbursable expenses pertaining to the project, and records of accounts between the owner and the contractors, shall be kept on a generally recognized account basis, and all such records shall be available to the owner or his authorized representative at mutually convenient times.
3. All notes and other works developed in the performance of this contract shall become the sole property of the State of North Carolina.
4. The owner may terminate this agreement for any reason upon ten (10) calendar days' written notice (delivered by certified mail, return receipt requested). This agreement may be terminated by either party upon seven (7) calendar days' written notice (delivered by certified mail, return receipt requested) should one party fail to perform in accordance with its terms through no fault of the other. In event of termination, the architect shall receive payment for services rendered prior to the receipt of written termination notice from the owner. Any work done by the architect prior to termination shall become the property of the owner and payment will be made commensurate with the level of work completed .
5. The owner and the architect each binds himself, his partners, successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this agreement. Neither the owner nor the architect shall assign, sublet, or transfer his interest in this agreement without the written consent of the other.
6. This Agreement represents the entire and integrated agreement between Owner and Auditor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written consent.

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|  |  | **Architect:** |
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| **Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  | **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |  |
|  |  | **Owner:** State of NC through |
|  |  | UNC General Administration |
| **Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  | (Name and Title) |
|  |  | **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |