Requisition No.

Purchase Order No.

Vendor ID No.

FOAP

**MEMORANDUM OF AGREEMENT**

**between**

**KENTUCKY STATE UNIVERSITY**

**and**

**MOA NO.**

This Memorandum of Agreement (MOA) is entered into by and between Kentucky State University (“KSU”) and       (“Contractor”) to establish a Contract for       services. This Contract is effective from       through      .

KSU and the Contractor (together, the “Parties”) agree to the following:

1. **SCOPE OF THE CONTRACT**

**KSU**

It shall be the responsibility of KSU to provide appropriate guidance to the Contractor for the purpose of facilitating work-product development and the successful completion of all projected work.

KSU shall also

**Contractor**

The Contractor shall

1. **CONTRACT COMPONENTS AND ORDER OF PRECEDENCE**

KSU’s acceptance of the Contractor’s offer—indicated by the issuance of this MOA—shall create a valid Contract between the Parties consisting of the following:

1. Procurement Statutes, Regulation, and Policies;
2. This MOA and any subsequent written amendments to this MOA;
3. Any other written agreements between the Parties (if applicable);
4. The Solicitation and all attachments (if applicable);
5. Any Best and Final Offer (if applicable);
6. Any clarifications concerning the Contractor’s proposal in response to the Solicitation (if applicable); and
7. The Contractor’s proposal in response to the Solicitation (if applicable).

In the event of any dispute between or among the provisions of the Contract, the order of precedence shall be as enumerated above.

1. **NEGOTIATED ITEMS**

1. **PRICING**

The costs for the services described above are as follows.

**Services**

For the adequate performance of the agreed-upon services described in this Contract, KSU agrees to pay the Contractor a sum not to exceed      .

The above sum shall be paid in the following manner:

**The following provision does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if requested by KSU.

**Travel**

Travel expenses shall not exceed      .

**The following provision does not apply to governmental or quasi-governmental entities.**

The Contractor shall not be paid for travel expenses unless and except as specifically authorized by this Contract or authorized in advance and in writing by KSU. The Contractor shall maintain supporting documents that substantiate every claim for travel expenses and shall furnish same if requested by KSU.

**Other Expenses**

Other expenses shall not exceed      .

**The following provisions do not apply to governmental or quasi-governmental entities.**

The Contractor shall not be reimbursed for other expenses of any kind unless and except as authorized by this Contract or authorized in advance and in writing by KSU.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. The Contractor shall maintain supporting documents that substantiate every claim for other expenses and shall furnish same if requested by KSU.

**Maximum Total Cost**

The Contractor’s fees, travel expense reimbursements, and other expense reimbursements shall not exceed a total sum of      .

1. **INVOICING**

The Contractor shall submit invoices to purchasing@kysu.edu. The Purchasing Department will then review the invoices with the appropriate managing offices for approval. Upon approval, the invoices will be forwarded to the KSU Accounts Payable Department via accounts.payable@kysu.edu.

Payments for services will be made upon receipt of an approved invoice. Payment terms are net thirty (30) days, in accordance with KRS 45.453 and KRS 45.454.

Invoices shall be submitted every       days.

Pursuant to KRS 45A.695(7), payments on a memorandum of agreement shall not be authorized for services rendered after disapproval of the contract by the Government Contract Review Committee, unless the decision of the Committee is overridden by the Secretary of the Finance and Administration Cabinet.

**Invoices for Services**

Invoices for services must include an original signature as well as the following: the Contract number, the dates of service, the total number of hours worked, a description of the services provided, and the total amount due.

**Invoices for Travel Expenses**

Invoices for travel must include an original signature. An itemized list of the expenses must be provided on the invoice form. Additionally, the Contractor must submit original or certified copies of receipts for airline tickets, lodging bills, rental car charges, or any other approved travel expenses.

**Invoices for Other Expenses**

Invoices for other expenses must include an original signature. An itemized list of the expenses must be provided on the invoice form. Additionally, the Contractor must submit original or certified copies of receipts for restaurant charges or any other miscellaneous approved expenses.

**Invoices for Contracts Using Federal Funds**

To ensure that expenditures are proper and in accordance with the terms and conditions of the Contract and approved project budget, invoices requesting payment should include the following certification:

“To the best of my knowledge and belief, this report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and services of the Contract. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”

By signing this Contract, I am certifying, as an official who is authorized to legally bind the Contractor, that any invoices and reports sent by the Contractor to KSU for payment under this Contract shall comply with the above certification. I further certify that the Contractor shall furnish additional information, as requested, to assure KSU that the expenditures are proper and in accordance with the above certification.

1. **EFFECTIVE DATES, RENEWALS, AND MODIFICATIONS**

**Initial Term of the Contract**

The initial term of the Contract shall be from       through      .

**Effective Date of the Contract**

This Contract becomes effective only after it is submitted to the Legislative Research Commission, Government Contract Review Committee. It will remain in effect unless the Committee disapproves it and that disapproval is not overridden in accordance with applicable law.

**Renewal Options**

[ ]  No renewals.

[ ]        optional      -year renewal(s) upon the Parties’ mutual written agreement.

**Changes and Modifications to the Contract**

No modification or change to any provision of the Contract shall be made, or be construed to have been made, unless such modification is mutually agreed to in writing by KSU and the Contractor and incorporated as a written amendment by KSU prior to the proposed effective date of such modification or change. Modification shall be subject to prior approval by KSU’s Purchasing Department, KSU’s General Counsel, and the Government Contract Review Committee. Memoranda of understanding, written clarifications, and other correspondences shall not be construed as amendments to the Contract.

1. **STANDARD TERMS AND CONDITIONS (REVISED APRIL 2025)**

**Whereas,** KSU has concluded that KSU personnel are not available to perform said functions or that it would not be feasible to utilize KSU personnel to perform said functions; and

**Whereas,** the Contractor is available and qualified to perform such functions; and

**Whereas,** for the aforementioned reasons, KSU desires to avail itself of the services of the Contractor.

**Now, therefore,** the following terms and conditions are applicable to this Contract.

**Legislative Research Commission Policies**

**This subsection does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.725, the Legislative Research Commission has established policies which govern rates payable for certain professional services. These may be viewed on the Government Contract Review Committee webpage, located at:

<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

The aforementioned policies may impact any contract established under KRS 45A.690, et seq., where applicable.

**Choice of Law and Forum**

**This subsection does not apply to governmental or quasi-governmental entities.**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts-of-laws principles. Any action brought against KSU on the Contract, including but not limited to actions for breach of contract or enforcement of the contract, shall be brought in the Franklin Circuit Court, Franklin County, Kentucky, in accordance with KRS 45A.245.

**Notices**

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. All such notices, consents, and other communications shall be delivered (a) by personal delivery, (b) certified mail, return receipt requested, (c) overnight courier service providing verification of receipt, or (d) by email. Any notice sent by email shall be deemed delivered on the next business day after the email is sent, unless the sender receives a non-delivery notification. Either Party may change their addresses for notice by providing written notice to the other Party at any address then in effect.

After the award of the Contract, all communications of a contractual or legal nature shall be directed to KSU’s General Counsel.

Initial Notice Addresses:

**For KSU:**

**With Copy to:**

General Counsel

Kentucky State University

400 East Main Street

Frankfort, KY 40601

General.Counsel@kysu.edu

**For Contractor:**

**Cancellation**

Either party may terminate and cancel this Contract for any reason, with or without cause, upon no less than 30 calendar days’ prior written notice. Notice of cancellation shall be sent in the manner described above. Upon the Contractor’s receipt of a notice of cancellation, the Contractor shall discontinue all services with respect to the Contract. The cost of any agreed-upon services provided by the Contractor prior to cancellation will be calculated at the mutually agreed rate prior to the notice of cancellation.

**Funding Out Provision**

KSU may terminate this Contract—without incurring any obligation for payment after the date of termination—if funds are not appropriated to it or are not otherwise available for the purpose of making payments, regardless of the terms of the Contract. KSU shall provide the Contractor thirty (30) calendar days’ written notice of termination of the Contract due to a lack of available funding.

**Confidentiality**

The Contractor acknowledges and understands that in order to perform services under this Contract, it may receive confidential information pertaining to KSU or to third parties who may have disclosed confidential information to KSU. The Contractor further acknowledges that it may create materials or documents that include said confidential information as a result of the services performed under this Contract. For the purposes of this Contract, such information, materials, and documents are referred to as “Confidential Information.”

Confidential Information shall be maintained in trust and confidence by the Contractor. The Contractor agrees to use all reasonable diligence to prevent disclosure of Confidential Information to any third party and to refrain from using or disclosing Confidential Information for any purposes other than as provided under this Contract. The Contractor agrees that it will take reasonable steps to ensure that it and its employees, agents, and subcontractors will abide by the confidentiality obligations of this Contract.

The obligations of confidentiality set forth in this subsection shall not apply to any information that: (a) is or becomes publicly available through no fault of the Contractor; (b) was rightfully in the possession of the Contractor without confidentiality obligations prior to disclosure by KSU; (c) is lawfully obtained by the Contractor from a third party without breach of any confidentiality obligation; or (d) is independently developed by the Contractor without reference to or use of KSU’s Confidential Information.

If the Contractor is required by law, court order, or governmental authority to disclose Confidential Information, it shall promptly notify KSU in writing, to the extent permitted by law, to allow KSU an opportunity to seek a protective order or other remedy. The Contractor shall disclose only the minimum amount of Confidential Information required and shall use reasonable efforts to obtain confidential treatment of such disclosure.

The obligations under this subsection shall survive the termination or expiration of this Contract for as long as permitted by applicable law.

**Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority KSU is required by Executive Order or otherwise to reduce contract worker hours, the Contract will be reduced by the amount specified in the Executive Order or other such document. If the Contract’s funding is reduced, then the scope of work related to the Contract may also be reduced commensurate with the reduction in funding. This reduction of the scope of work shall be agreeable to both Parties and shall not be considered a breach of contract.

**Authorized to Do Business in Kentucky**

**This subsection does not apply to governmental or quasi-governmental entities.**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of this Contract.

If a foreign entity, the Contractor shall maintain a certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State.

**Permits and Licenses**

**This subsection does not apply to governmental or quasi-governmental entities.**

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this Contract is performed.

The Contractor shall pay all sales, use, personal property, and any other taxes arising out of this Contract and the transaction hereby contemplated. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

The Contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law, including but not limited to, old age pension, Social Security, and annuities.

**Registration With the Secretary of State by a Foreign Entity**

**This subsection does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person or entity that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity’s solicitation response shall be deemed non-responsive or the awarded contract shall be canceled.

**Purchasing and Specifications**

**This subsection does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he or she will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will he or she attempt in any way to influence any purchasing of services, commodities, or equipment by KSU. For the purpose of this paragraph and the following paragraphs that pertain to conflict-of-interest laws and principles and campaign finance, “he” or “she” is construed to mean “they” if more than one person is involved, and if a firm, partnership, corporation, or other organization is involved, then “he” or “she” is construed to mean any person with an interest therein.

**Conflict-of-Interest Laws and Principles**

**This subsection does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he or she is legally entitled to enter into this Contract with KSU, and by holding and performing this Contract, he or she will not be violating either any conflict-of-interest statute (KRS 45A.330–45A.340, 45A.990, 164.390) or KSU’s policies and principles concerning conflicts of interest.

The Contractor hereby certifies that (1) neither he or she, nor any member of his or her immediate family,[[1]](#footnote-1) is an employee of KSU or one of its affiliated corporations, (2) no officer or managing partner of the Contractor, nor any member of his or her immediate family is a KSU employee, and (3) no employee of the Contractor performing services pursuant to this Contract, nor any member of that employee’s immediate family, is a KSU employee.

**Campaign Finance**

**This subsection does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that neither he or she, nor any member of his or her immediate family, has an interest of 10% or more in any business entity involved in the performance of this Contract or has contributed more than the amount specified in KRS 121.056(2) to the campaign of the gubernatorial candidate elected in the election last preceding the date of this Contract. The Contractor further swears under the penalty of perjury, as provided for by KRS 523.020, that neither he or she, nor the company which he or she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to him or her, or the company which he or she represents, will not violate any provisions of the campaign finance laws of the Commonwealth of Kentucky.

**Access to Records**

The Contractor, as defined in KRS 45A.030, agrees that KSU, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence that are directly pertinent to this Contract for the purpose of a financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the Contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**Audits**

KSU shall be informed by the Contractor of any audit by the Contractor of its records and operations at KSU. KSU shall receive a full report of any such audits (e.g., notification of the completion of any required audits, any adverse findings which impact this Contract). KSU or its designee shall have the right to conduct its own audit of the Contractor’s records as they relate to this Contract by providing seven (7) business days’ prior written notice to the Contractor. KSU shall notify the Contractor, in writing, of any deficiency in their accounting procedures made known as a result of any such audit. If KSU shall uncover any billing discrepancies of more than one (1) percent, the cost of any such audit shall be at the Contractor’s expense.

**Attorneys’ Fees**

**This subsection does not apply to governmental or quasi-governmental entities.**

If either Party deems it necessary to take legal action to enforce any provision of the Contract, and KSU prevails, the Contractor agrees to pay all reasonable expenses of such action, including any reasonable attorneys’ fees and costs incurred at any stage of litigation.

**Indemnification**

**This subsection does not apply to governmental or quasi-governmental entities.**

The Contractor shall indemnify and hold harmless KSU, its affiliates, and its subsidiaries and their officers, agents, and employees from any losses, claims, suits, actions, expenses, damages, costs (including court costs and the reasonable fees of KSU’s attorneys) and liability of any nature or kind arising out of or relating to the Contractor’s response to this procurement or its performance or failure to perform under this Contract. This clause shall survive termination for as long as necessary to protect KSU.

**Social Security**

**This subsection does not apply to governmental or quasi-governmental entities.**

[ ]  The Parties are cognizant that, pursuant to 42 U.S.C., section 418, the state is not liable for social security contributions relative to the compensation of the Contractor for this Contract.

[ ]  The Parties are cognizant that, pursuant to 42 U.S.C., section 418, the state is liable for social security contributions relative to the compensation of the Contractor for this Contract.

**Violation of Tax and Employment Laws**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the Contract to reveal to the Commonwealth of Kentucky any final determination of a violation by the Contractor within the previous five-year (5-year) period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wage and hour laws, occupational safety and health laws, unemployment insurance laws, and workers’ compensation insurance laws, respectively. Disclosure of any violation is required prior to the award of any state contract and throughout the duration of this Contract.

Failure to disclose violations shall be grounds for the Commonwealth’s disqualification of the Contractor or any subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under this Contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): (1) the KRS violated, (2) the date of the final determination, and (3) the state agency which issued the final determination.

A list of any disclosures made prior to the award of this Contract shall be attached to this Contract. The Contractor hereby affirms that he or she has not violated any of the provisions of the above statutes within the previous five-year (5-year) period, aside from violations explicitly disclosed and attached to this Contract. The Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

**Boycotts**

The Contractor represents that, pursuant to KRS 45A.607, it is not currently engaged in, and will not for the duration of this Contract engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. The term “boycott” does not include actions taken for bona fide business or economic reasons, or any actions specifically required by federal or state law.

**Lobbying**

The Contractor represents that it and any subcontractors performing work under this Contract have not violated the restrictions contained in KRS 11A.236 during the previous five (5) years, and the Contractor pledges to abide by those restrictions for the duration of this Contract.

The Contractor further represents that, pursuant to KRS 45A.328, it has not procured an original, subsequent, or similar contract while employing an executive agency lobbyist convicted of a crime related to such contract within five (5) years of the conviction.

The Contractor hereby certifies that it has complied and will continue to comply with all applicable lobbying laws for services under this Contractor, will maintain required documentation of such compliance, and will make such documentation available for KSU’s inspection upon request. The Contractor further certifies that no funds received under this Contract will be used for any political campaign.

**Kentucky EEO Requirements**

The Kentucky Equal Employment Opportunity Act of 1978 applies to all state government contracts with an estimated value exceeding $500,000. If applicable, the Contractor shall comply with all terms and conditions of the Act.

**Discrimination**

**This subsection applies only to contracts that disburse federal funds, in whole or in part, when the funding terms require inclusion of a nondiscrimination provision.** Discrimination—because of race, color, religion, national origin, sex (including pregnancy, sexual orientation, or gender identity), age (40 or older), or disability—is prohibited. During the performance of this contract, the **Contractor** agrees as follows:

**Equal Employment Opportunity.** The Contractor will not discriminate against any employee or applicant for employment on any of the bases listed above. The Contractor further agrees to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act of 1967 (ADEA) and the Age Discrimination Act of 1975, the Genetic Information Nondiscrimination Act of 2008 (GINA), and the Kentucky Civil Rights Act, KRS Chapter 344, together with all amendments and implementing regulations.

**Reasonable Accommodations.** The Contractor agrees to provide, upon request, reasonable accommodations to (a) qualified individuals with disabilities; (b) applicants or employees whose sincerely held religious beliefs require accommodation; and (c) employees affected by pregnancy, childbirth, or related medical conditions, consistent with the ADA, Section 504, Title VII, the Pregnant Workers Fairness Act, and KRS 344.030.

**Affirmative Steps Where Required by Law.** The Contractor will take affirmative steps, as required under Section 503 of the Rehabilitation Act and the Vietnam Era Veterans’ Readjustment Assistance Act (VEVRAA), to ensure that applicants are employed and employees are treated during employment without regard to their protected characteristics. Such steps shall include, but are not limited to, recruitment, hiring, promotion, transfer, layoff or termination, compensation, and selection for training, including apprenticeship.

**Posting of Notices.** The Contractor agrees to post in conspicuous places, accessible to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.

**Solicitations and Advertisements.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability.

**Notice to Labor Organizations.** The Contractor will send to each labor union or workers’ representative with which it has a collective-bargaining agreement or other understanding a notice advising the union or workers’ representative of the Contractor’s commitments under this clause and will post copies of the notice in conspicuous places available to employees and applicants.

**Subcontracts and Purchase Orders.** The Contractor will include the substance of the preceding paragraphs of this subsection in every subcontract or purchase order financed in whole or in part with federal funds, unless exempted by applicable statute or regulation, so that such provisions are binding upon each subcontractor or vendor. The Contractor will take any action with respect to a subcontract or purchase order that the administering agency may direct as a means of enforcing these provisions, including sanctions for non-compliance.

**Records and Access.** The Contractor will furnish all information and reports required by the Commonwealth of Kentucky, by cognizant federal agencies, or by the U.S. Departments of Justice or Labor pursuant to the statutes and regulations cited in this subsection, and will permit access to its books, records, and accounts by authorized officials for purposes of determining compliance.

**Sanctions for Non-Compliance.** In the event of the Contractor’s non-compliance with this clause or any applicable nondiscrimination law or regulation, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Commonwealth or federally-assisted contracts, in addition to any other sanctions or remedies provided by law.

**Severability**

If any section or subsection of this Contract is held to be illegal, in conflict with any law, or otherwise invalid, the remaining sections and subsections of this Contract shall be considered severable and shall not be affected by such determination, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular section or subsection held to be illegal or invalid.

**Entire Understanding**

This Contract, as defined under Section II, represents the entire understanding and agreement made between the Parties relating to the services contemplated and supersedes all prior negotiations and agreements relative thereto. The language in all parts of this Contract shall be construed as a whole according to its fair meaning and not strictly for or against either KSU or the Contractor. As aforementioned, this Contract may not be amended or added to except through the process set forth in the subsection titled “Changes and Modifications to the Contract.”

1. **APPROVALS**

**The Contractor acknowledges and agrees that *only* the following officers of Kentucky State University are authorized to execute this Contract on behalf of the institution: (1) the President or (2) the Vice President of Finance & Administration (CFO).**

**The Contractor acknowledges responsibility for verifying the authority of any person purporting to execute this Contract on behalf of Kentucky State University. The Contractor further agrees that this Contract shall not be considered duly executed or binding if it is signed by any other employee of Kentucky State University.**

This Contract is subject to the terms and conditions stated herein. By affixing signatures below, the Parties verify that they are authorized to enter into this Contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the Parties agree that (1) electronic approvals may serve as electronic signatures and (2) this Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

**SIGNATURE PAGE FOLLOWS**

**Kentucky State University Contractor**

Signature Signature

Name Name

Title Title

Date Date

**Approved as to form**

Signature

Name

Title

Date

1. For the purposes of the above section, “immediate family” means an individual’s biological, foster, or adoptive parent; stepparent; spouse; qualifying adult; biological, adoptive, or foster child; stepchild; legal ward or any person whom the individual has (or had during the person’s youth) daily responsibility and financial support; mother; father; brother; sister; son; daughter; mother-in-law; father-in-law; brother-in-law; sister-in-law; son-in-law; daughter-in-law; grandparent; or grandchild. A “qualifying adult” must be over 18 years of age, and, if a blood relative (or relative by adoption or marriage), must be of the same or younger generation of the individual (as used in KRS 391.010), and must be residing in the individual’s household and must have done so for a period of at least 12 months, and must also be financially interdependent and unmarried. [↑](#footnote-ref-1)