**UNIVERSITY OF NORTHERN IOWA**

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT for Professional Services (hereinafter “Agreement”) is made this **Click or tap to enter a date.**, by and between the University of Northern Iowa, an agency of the state of Iowa, hereinafter referred to as “University” and **Enter Contractor’s Name**, an independent contractor, hereinafter referred to as “Contractor”.

It is mutually agreed between University and Contractor as follows:

1. Term of Agreement

This Agreement is effective on **Click or tap to enter a date.**, and shall continue in effect until **Click or tap to enter a date.**, unless terminated earlier by either party.

1. Scope of Work
2. Contractor agrees to provide the following professional services (hereinafter “Services”):

**Click or tap here to enter Scope of Work.**

1. Contractor will determine the method and means of performing the Services. University will not exercise any control over or supervise Contractor’s employees or agents in the performance of the Services. Nothing in this Agreement shall be construed as establishing any employment or joint employment relationship between University and Contractor or its employees or agents.
2. Contractor shall supply all materials, equipment, and supplies required to perform the Services.
3. Performance Monitoring: Contractor shall produce the following written reports or take the specified actions necessary to complete the Services and fulfill this Agreement by the dates indicated:

**Click here to enter performance monitoring requirements and schedule**

1. Fees and Payment

University agrees to pay Contractor $ upon completion of the Services.

* 1. No payments can be processed unless a completed UNI Supplier form is completed by the Contractor and filed at the University.
  2. The University prefers the Contractor compensation to be inclusive of all services and travel.

**Expenses**: University can reimburse Contractor, or pay directly, for certain travel-related expenses, subject to Contractor’s compliance with University policies including Travel Guidelines (<https://obo.uni.edu/accounts-payable/travel-guidelines>). University shall pay or reimburse Contractor only for expenses that are pre-approved by University in writing and that are substantiated with itemized receipts submitted within sixty (60) days from the date the expense was incurred.

1. Compensation stated above is all inclusive. This is UNI’s preferred method of payment.
2. UNI agrees to pay travel expenses on behalf of the contractor to a maximum amount of **Max Dollar Amount**
   1. Payment will be processed in the selected manner:

**Choose an invoice schedule**.

University reserves the right to withhold ten percent (10%) from each payment until University finds the project has been completed to its satisfaction.

Please send invoices to:

University of Northern Iowa

Accounts Payable

103 Gilchrist Hall

Cedar Falls, IA 50614-0008

[payables@uni.edu](mailto:payables@uni.edu)

1. Confidentiality

Contractor agrees to keep confidential and not to disclose to third parties any information provided by University pursuant to this Agreement without University’s prior written consent. In the event that Contractor is compelled by law, court order, or subpoena to produce such information, Contractor shall provide written notice to University at least five business days prior to producing such information. This provision shall survive expiration or termination of this Agreement.

1. Compliance with Laws & Regulations

Contractor agrees as a condition of University’s duty to perform under terms of this Agreement, to comply with all applicable federal, state, and local laws and regulations. Contractor and Contractor’s personnel must comply with all applicable University policies while on University campus or while performing Services for University under this Agreement.

1. Insurance

Contractor shall maintain, at all times during the term of this Agreement, the following minimum insurance coverages and limits set forth below. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor arising from the Contractor’s business operation. The Contractor shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

* 1. Workers’ Compensation and Employer’s Liability, as required by Iowa law, which shall include a Waiver of Subrogation in favor of the University of Northern Iowa, Board of Regents of the State of Iowa, and the State of Iowa;
  2. General Liability in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate;
  3. Automobile Liability in the amount of $1,000,000 combined single limit to include owned, non-owned, hired, or rented vehicles;
  4. Umbrella Liability in the amount of $1,000,000 each occurrence/$1,000,000 aggregate providing excess liability over the General Liability, Automobile Liability and Employer’s Liability; and
  5. Professional Liability (Errors and Omissions) in the amount of $1,000,000 per occurrence.

Contractor will place such insurance with carriers possessing a A-VII or better rating, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

The State of Iowa, the Board of Regents of the State of Iowa, and the University of Northern Iowa must be named as additional insureds for General Liability and Umbrella Liability. Additional insured status shall be on a primary and non-contributory basis.

1. Indemnification

Contractor agrees to jointly and severally indemnify, defend, and hold harmless the University of Northern Iowa, the Board of Regents of the State of Iowa, the State of Iowa, and their employees and agents from and against all liability, loss, damage, or expense, including attorney’s fees, which may be incurred or sustained by reason of the failure of Contractor to fully perform and comply with the terms and obligations of this Agreement or from the intentional, reckless or negligent acts or omissions of Contractor or its employees or agents.

1. Intellectual Property Rights

Not Applicable

The parties agree that this project/work was specifically ordered and commissioned by University, and any and all resulting materials, documents, and other copyrightable work are a “work for hire” or “work made for hire” as such term is used and defined in the Copyright Act and for other purposes.  Contractor agrees that any materials, documents, and copyrightable work developed by Contractor solely or with others as a result of the performance of Services under this Agreement are the property of University; and Contractor agrees finally and irrevocably to assign all rights, title, and interest therein to University.  University shall be considered the author thereof, and the sole and exclusive owner throughout the world forever of all rights existing therein relating to the work, and all revisions, editions, and versions thereof in all languages, forms, and media now and hereafter known and developed.  Contractor further agrees to provide University with any assistance that University may require to either accomplish the assignment, and/or obtain patents or copyright registrations, including the execution of any documents submitted by University.

1. Termination

Either party may terminate this Agreement at any time for any reason by providing thirty (30) days written notice to the other party. Except as otherwise provided in this Agreement, upon the effective date of termination, University will pay Contractor for all fees reasonably incurred by Contractor for Services performed to the satisfaction of University prior to the date Contractor receives written notice of termination.

1. Assignment

This Agreement shall inure to the benefit of and be binding upon the successors of Contractor and University. Neither this Agreement nor any of the duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.

1. Notices

Any notices to be provided under this Agreement may be affected either by personal delivery or by registered mail to the following addresses:

If to University: **University Mailing Address**

If to Contractor: **Contractor Mailing Address.**

1. Choice of Law and Forum Selection

This Agreement shall be construed in accordance with the laws of the State of Iowa. Any dispute regarding the terms of this Agreement or claims arising out of its execution or performance shall be resolved in a court of law in the State of Iowa. Contractor consents to the personal jurisdiction of the state and federal courts located in the State of Iowa.

1. Integration

This Agreement contains the entire contract between the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the performance of Services by Contractor for University. Each party acknowledges that no representations or promises not contained in this Agreement shall be valid or binding and that neither party has relied on any such representations or promises in entering into this Agreement. Any modification to the Agreement must be done in writing and requires authorization from the Contractor and University to be effective.

1. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.

This Agreement is executed by the parties as of the date stated at the beginning.

University of Northern Iowa **Contractor Name**

**Enter Dept Name**

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Signature Signature

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Date Date

***Office of Business Operations signature required for agreements over $10,000***

University of Northern Iowa

Office of Business Operations

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Signature

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Name

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Title

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Date