

LOYOLA UNIVERSITY NEW ORLEANS
6363 St. Charles Avenue*New Orleans, LA 70118

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is between _____ (“Contractor”), and Loyola University New Orleans (“UNIVERSITY”) for the services specified below (“Services”).

The parties agree as follows:

- 1. Performance Dates.** Contractor shall begin performing the Contract on _____, 20____, and finish performing on _____, 20____. Changes to the Contract are permissible only through an amendment issued according to Paragraph 12.

Contractor may not begin performing the Services until this Contract has been signed by both parties and Contractor has received a purchase order from the UNIVERSITY.

- 2. Types of Services. Check the appropriate box.** Consulting (e.g. Management) Educational Consulting (e.g. Curriculum Development and Evaluation) Technical Support Grant Writing/Development Speaking/Facilitating/Presenting Editing/Writing Teaching/Instruction Services Student Activities Other – Describe: _____.

- 2.1. Specific Services. In detail, describe the Services or attach the Contractor’s Scope of Work, identifying the program or project, if applicable; the need for the Services; what will be done; how it will be done; and any deliverables (such as reports, analyses, designs):** _____

- 2.2. Licenses/Certifications.** Licenses/certifications required: _____

Contractor shall provide to the Contract Monitor identified below a copy of all applicable licenses/certifications before providing the Services, and maintain them in good standing throughout this Contract.

- 2.3. Location.** Contractor will perform the Services at: _____.

3. Fees/Payments for Services Provided.

- \$ _____ Fee/Honorarium
\$ _____ Travel, as restricted in Para. 4.2
\$ _____ Total (Payments to Contractor may not exceed this amount.)

[*NOTE: Amounts paid to any individual in excess of \$600 in a calendar year will result in a Form 1099 being issued and reported by law to the individual and the Internal Revenue Service as miscellaneous income.]

4. Method and Time of Payment.

- 4.1.** To be paid, Contractor **must submit an itemized invoice** to the department who will then complete a check request or reference a valid purchase order number. The invoice must specify the Services provided, which must match the description in Paragraph 2.1; the dates of and work performed during the billing period; and the specific dollar amount. **Contractor shall be paid at the end of the Contract** unless a schedule of progress payments for work performed is set forth here: _____.
Invoices for progress payments must specify the actual work performed.

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- 4.2. **Travel.** The University reimburses travel expenses according to its policies applicable to its employees. Contractor must submit an invoice for any travel reimbursement requested, specifying its expenses, and attach original receipts for airfare and hotel expenses.

5. **Contractor Professionalism.**

- 5.1. Contractor shall, at all times during this Contract, provide the Services within the highest standards of its profession.
- 5.2. Contractor shall provide notice immediately to the Contract Administrator of any change in any license/certification. Contractor certifies that it shall maintain all applicable licenses/certifications.
- 5.3. Contractor warrants that the Services provided shall conform to the Contract.
- 5.4. Contractor shall, at all times during this Contract, comply with all applicable laws, regulations, rules and policies.

6. **Required Insurance Coverage.**

- 6.1 During the term of the agreement, Contractor at its sole cost and expense shall provide commercial insurance from an insurer with a current A.M. Best rating of no less than A- VIII, and of such type and with such terms and limits as may be reasonably associated with the agreement. At a minimum, Contractor shall provide and maintain the following coverages, limits and endorsements:

Commercial General liability Insurance (Broad Form) including but not limited to Personal Injury Liability, Independent Contractor's Liability, Contractual Liability, Products Liability, Ongoing and Completed Operations Liability and Property Damage Liability with a minimum limit of liability of \$1,000,000 per occurrence/ \$3,000,000 aggregate for bodily injury and property damage. Such insurance shall include the University as an Additional Insured for both on-going and completed operations and shall contain a Waiver of Subrogation in favor of the University.

Contractors conducting programs involving youth must ensure that they have Sexual Abuse and Molestation insurance with a minimum limit of liability of \$1,000,000 per occurrence/\$3,000,000 aggregate, and/or that such coverage is not specifically excluded under their policy or subject to limits of less than \$1,000,000 per occurrence/ \$3,000,000 aggregate.

(When Applicable) Workers' Compensation Insurance and Employers liability Insurance shall be provided which shall cover Contractor, their employees and including any subcontractors and its employees for injuries and/or diseases arising under all applicable Workers' Compensation laws including statutory limits in accordance with the Louisiana's Workers' Compensation Act. Employers' Liability coverage shall be included with a minimum limit of liability of \$1,000,000 per occurrence. Such insurance shall provide a Waiver of Subrogation in favor of the University.

(When Applicable) Automobile liability and Property Damage Insurance, Symbol 1, including hired and non-owned vehicles with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury, death, and/or property damage. Such insurance shall name the University as an Additional Insured and shall include a Waiver of Subrogation in favor of the University.

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(When Applicable) Professional Liability insurance covering acts, errors, mistakes, omissions arising out of the work or services performed by Contractor, or any person employed by Contractor, with a limit of not less than \$1,000,000 each claim. Professional Liability insurance must be in place for at least the applicable prescriptive period defined by the laws of Louisiana.

- 6.2** Contractor must furnish the University with certificates of insurance evidencing the above insurance requirements prior to commencement of operations under the agreement. Additional Insured endorsements and Waivers of Subrogation must name the University as follows: Loyola University New Orleans, its Board of Trustees, officers, representatives, agents and employees. If Contractor is conducting a program involving youth, certificate shall also evidence Sexual Abuse and Molestation insurance as required above. Certificates shall specify that in the event of cancellation or material change in coverage, written notice of such cancellation must be given in accordance with policy provisions. All coverage of Contractor must be primary without contribution from the University. Failure of the University to request a certificate of insurance or acceptance of a non-conforming certificate does not waive the insurance requirements under the agreement. All certificates of insurance should be mailed to: Loyola University New Orleans, Attn: Risk Management, 6363 St. Charles Ave., New Orleans, LA 70118; Facsimile: (504) 865-2999.
- 6.3** Providing and maintaining adequate insurance coverage is a material obligation of Contractor and is a condition precedent to the agreement. All such insurance shall satisfy all applicable laws of the State of Louisiana. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in Louisiana.

Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Louisiana laws or the agreement. The limits of coverage under each insurance policy maintained by Contractor shall not serve to limit Contractor's liability to the University under the agreement.

- 7. Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the University, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the negligently or intentionally wrongful acts, errors, mistakes, omissions, work or service of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract. The requirements in Paragraph 8 will not be construed as limiting the scope of this indemnification.
- 8. Nondiscrimination.** Contractor shall not illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, equal employment opportunity, and affirmative action.
- 9. Property Rights.** The University shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature (Works) to be delivered under this Contract. Contractor agrees that the Works are "works for hire" and assigns all of the Contractor's right, title, and interest to the University.

10. Notices. Notices to the University under this Contract shall be made to: _____, Loyola University New Orleans, 6363 St. Charles Avenue, New Orleans, Louisiana 70118.

11. Assignment/Subcontract. Contractor shall not assign any right or delegate any duty under this Contract to any third party without the prior written approval of the Contract Administrator. Contractor shall not subcontract any of the Services to be provided under this Contract without the prior approval of the Contract Administrator.

12. Amendment. The parties may change this Contract only through a written amendment.

13. Applicable Law/Remedies. This Contract shall be governed by the laws of the State of Louisiana. The parties shall have all remedies available by law or in equity.

14. Termination.

This contract may be terminated in whole or in part in writing by the University for its convenience, provided that the Contractor is given not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate. If termination for convenience is effected by the University, an equitable adjustment in the price provided for in this contract shall be made, but:

1. No amount shall be allowed for anticipated profit on unperformed services, tasks or other work; and
2. Any payment due the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the University by reason of the Contractor's default.

However, the equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which had become firm prior to the termination.

15. Interpretation. The parties intend this Contract to express their complete and final agreement.

16. Authority. Contractor warrants that the person signing this Contract on its behalf is authorized to enter into this Contract.

17. FERPA. If Contractor has access to students' educational records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of this contract. At all times during this contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 in all respects.

18. Audit. The University or the awarding agency shall have the right, at its expense, to inspect the books and records of Contractor to verify its performance and expenses submitted under this Contract. Inspection shall take place during normal business hours at Contractor's place of business.

19. Records Retention. Contractor shall retain all records related to this Contract in its possession for five (5) years after the expiration of the Contract.

20. Federal, State or Privately Funded Grants. If this agreement is a subcontract under a University grant or contract, please include Grant Number: _____. Contractor will be bound by the applicable provisions of the primary contract as if primary contract were copied here in full. In addition, Contractor must comply with OMB requirements, if applicable. Departmental representative will provide subcontractor with copy of primary contract upon request. If during the term of this agreement, anticipated revenues from the grant are less than funds obligated of _____ Grant Number _____, the University reserves the right to reduce or terminate the Contractor's agreement. Contractor further understands that this agreement is

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based upon grant funds and at any point that the grant ends or is no longer funded, this agreement will terminate.

21. Terms and Conditions. Contractor acknowledges that it has read the Contract completely, and shall fully comply with all terms and conditions.

22. Certification. Contractor certifies that it is an independent contractor; provides Services to other customers; maintains insurance; sets its own priorities on time and hours of work; provides its own supplies; and determines the means of delivering Services.

CONTRACTOR:

Signature: _____ Tax ID No.: _____
 Name: _____ Phone No.: _____
 Title: _____ Fax No.: _____
 Address: _____
 Date: _____

Contractor is a: Corporation LLC Partnership Sole Proprietorship (an individual)
 (completed W-9 must be submitted)

LOYOLA UNIVERSITY NEW ORLEANS:

Signature: _____ Date: _____
 _____(Title)

 _____(Title)

TO BE COMPLETED BY CAMPUS/UNIT ONLY			
College: _____	Department: _____	Requisition No.:	_____
Contract Administrator Name: _____ <small>(Person Who Approves Invoices)</small>	Telephone: _____	Fax: _____	_____
Person Completing this Form: _____	Telephone: _____	Fax: _____	_____
Funds Availability-College Fiscal Officer Initials: _____	Risk Management Approval/Insurance Certificate: _____		

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