

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
_____ AND PURDUE UNIVERSITY**

This Agreement is made this day, _____, 20xx by and between [insert company name & address], hereinafter referred to as “_____” and Purdue University, West Lafayette, Indiana 47907, hereinafter referred to as “Purdue”.

WITNESSETH

In consideration of our mutual promises and understandings as hereinafter set forth, it is mutually understood and agreed as follows:

1. **TERM and TERMINATION:** The term of this Agreement shall be _____ through _____, unless terminated sooner as provided herein. Full performance of this Agreement is essential and Purdue may, at its option, and without limitation to other rights terminate this Agreement. _____ will be given 10 days written notice to respond to any noted deficiencies in performance. Failure to adequately address non-performance within this time period may result in termination by Purdue.
2. **SCOPE:** During the term of this Agreement, _____ shall provide to Purdue the professional services set forth in Attachment A. _____ will be readily available to provide and complete such services in accordance with a mutually acceptable schedule. _____ agrees that, in furnishing the services hereunder, it shall be acting as an independent contractor in relation to Purdue and not as an employee or other agent of Purdue. _____ shall have no authority to act for or on behalf of Purdue or to bind Purdue without Purdue's prior express written consent. _____ acknowledges that it is responsible for its own federal, state and local income, social security, unemployment and disability taxes.
3. **COMPENSATION:** The fee for the services defined in Section 2 above shall be _____. Purdue agrees to reimburse _____, for all necessary, actual and reasonable expenses incurred in performing the services provided hereunder, including but not limited to airfare, food, lodging, rental car or taxi, copy or reproduction charges, and long-distance phone charges, if any. Payments shall be made monthly on the basis of the work completed and as invoiced. Terms are net 30.
4. **RECORDS AND AUDITS:** _____ shall maintain a thorough and complete record of its hours of service performed for Purdue under this Agreement and the reasonable business expenses incurred by it in connection with the services performed under this Agreement. Time records shall be kept to the closest quarter hour during each day that _____ performs services under this Agreement. _____ agrees to cooperate with Purdue in any audit or review relating to the provision of services pursuant to this Agreement. Purdue shall have the right, upon reasonable notice, to audit at any time up to 6 years after payment of its final invoice, the direct costs, expenses, and disbursements made or incurred in connection with the services to be performed herein and the basis on which the costs were derived and may examine _____'s records and books relating to these several areas.

5. **WARRANTIES AND INSPECTION:** ___ warrants that all services performed under this Agreement shall be performed in a good and workmanlike manner and shall conform to the specifications, drawings, samples, other description, and terms and conditions contained or referenced herein. ___ further warrants that all services performed under this Agreement shall comply with any and all building laws, ordinances, and regulations of any and all governmental agencies entitled to impose such laws, ordinances and regulations and shall comply with Purdue's standard and rules and regulations. All services shall be subject to Purdue's inspection before acceptance, and payment for services rendered shall not constitute a waiver of any of the rights granted to Purdue under this section.
6. **RIGHTS IN THE WORK PRODUCT:** Purdue shall own all right, title, and interest in and to any Work Product produced by ___ under this Agreement, and ___ agrees that such Work Product shall be deemed a "work made for hire". ___ will execute any necessary confirmatory assignments to Purdue to effectuate the foregoing. "Work Product" is defined as all data, documentation, software, information, or other deliverable, in whatever form, produced or created by ___ in the performance of work or the rendition of services under this Agreement.
7. **CONFIDENTIALITY:** During the term of this Agreement and thereafter, ___ shall not disclose or use for the benefit of other than Purdue any confidential or proprietary information disclosed to ___ as a result of this Agreement. ___ represents that it does not have in its possession and has not used for the benefit of Purdue any confidential information or documents belonging to others. ___ represents that its retention by Purdue will not require it to violate any obligation to others, under agreement or otherwise, or to violate any confidence of others. ___ knows of no written or oral agreement or of any other impediment which would inhibit or prohibit the relationship with Purdue provided for herein. ___ represents that it will not, by signing this Agreement or performing the services provided for herein, violate any rights, including but not limited to intellectual property rights such as trademark, trade secret and copyright, of any other individual or entity.
8. **GOVERNING LAW; EXCLUSIVE JURISDICTION; EXCLUSIVE VENUE:** This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.
9. **COMPLIANCE WITH GOVERNMENT STATUTES AND REGULATIONS:** ___ warrants and certifies that in the performance of this Agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings, if any, and that the goods or services delivered hereunder shall be produced or performed in compliance with the Fair Labor Standards Act.
10. **INDEMNIFICATION:** ___ agrees to indemnify Purdue and hold it harmless from and against all liability, losses, damages, claims, liens, and expense (including reasonable legal fees) arising out of or connected with the work or services performed, or resulting from damages or injuries incurred by Purdue by reason of any defect in material, workmanship, and/or design of any goods furnished hereunder, excepting only such liability as may result solely from the acts of negligence of Purdue or its employees. ___ shall at the request of Purdue undertake to defend any and all suits and to investigate and to defend any and all claims whether justified or not, if such claim or suit be against Purdue, the Trustees of Purdue, or their respective officers, agents servants, and employees.

11. **INSURANCE:** If fabrication, construction, installation, service or other work is specified to be conducted on Purdue's premises, ___ and/or its subcontractor(s), if any, shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of Indiana; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Upon request by Purdue, ___ and/or its subcontractor (s) shall furnish to Purdue satisfactory proof of such insurance coverages prior to commencement of the work.
12. **BANKRUPTCY:** In the event of any proceedings in bankruptcy or insolvency by or against ___, or in the event of the appointment (with or without ___'s consent) of an assignee for the benefit of creditors, or of a receiver, Purdue may cancel this Agreement.
13. **NONDISCRIMINATION:** ___, or its subcontractor(s), if any, shall not discriminate against any qualified employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, disability, national origin, or ancestry. ___, or its subcontractor(s), if any, agrees to comply with all the provisions contained in the Equal Opportunity Clause, quoted in Executive Orders No. 11246 and No. 11375, and contained in the Indiana Civil Rights Law, quoted in IC 1981, 22-9-1-10, as amended; The Americans with Disabilities Act of 1990 (ADA) which are hereby incorporated in this Agreement by reference. As used therein the word "contractor" shall be deemed to mean "___," and the word "contract" shall refer to this Agreement. In addition, ___ shall cause the Equal Opportunity Clause and the ADA to be included in their subcontracts or purchase orders hereunder unless exempted by rules, regulations and orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Orders No. 11246 and No. 11375 as amended.
14. **ADVERTISING:** ___ agrees not to make reference to Purdue in any advertising material of any kind, and further agrees not to use Purdue's logos and licensed trademarks without the expressed written permission of Purdue.
15. **CONFLICT OF INTEREST:** An Indiana criminal statute (IC 35-44-1-3) prohibits public servants from knowingly or intentionally having a pecuniary interest in, or deriving a profit from, any Agreement or purchase connected with an action by the governmental entity which such person serves, with certain stated exceptions. Accordingly, if any person having any interest in ___ is an officer or employee of Purdue, disclosure of this fact must be made so that the possible application of this statute may be investigated.
16. **REGISTRATION:** The Indiana Business Corporation Law requires that certain foreign corporations (i.e., corporations not incorporated under the said Indiana Law) organized for profit, if not already qualified to transact business in Indiana, must procure a certificate of admission from the Secretary of State of Indiana, before transacting any business in said State. Information concerning this statute and its administration, and penalties for non-compliance, may be obtained through the Office of the Secretary of State.
17. **WITHHOLDING:** Purdue is required by laws of the State of Indiana to withhold specified percentages of all amounts paid to non-resident contractors (which term does not include a foreign corporation qualified to do business in Indiana) for performance of certain agreements, excluding the first \$1,000,000 paid to any such non-resident contractor during any calendar year. Any amounts so withheld are paid over directly to the Indiana Department of State Revenue.

18. **NOTICES:** Any notice or other correspondence required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been given if: (a) served personally, (b) sent by facsimile with confirmation of receipt, or (c) sent by first class mail, postage prepaid, to the addresses set forth below or to such other addresses as either party hereto may designate by notice to the other party.

Purdue University
University Contacting Group
401 S. Grant Street
West Lafayette, IN 47907-1067

Attn:
Phone:
Fax:

Attn:
Phone: (765) 494-xxxx
Fax: (765) 494-6609

19. **GENERAL:** In the event any party hereto pursues litigation to enforce this Agreement then, the prevailing party is entitled to recover reasonable attorneys' fees and court costs. If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect. This Agreement contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein. Amendments, modifications or changes of or to this Agreement must be made in writing and signed by a duly authorized representative of both parties ____ may not assign any rights under this Agreement. Subject to the foregoing sentence, this Agreement shall be binding upon Purdue and ____, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

PURDUE UNIVERSITY

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date: