This agreement, dated       is entered into between The University of Akron, a state of Ohio educational institution in Akron, Ohio (hereafter referred to as the UNIVERSITY) and First Name Last Name/Company Name, an independent contractor located at Address, City, State Zip Code (hereafter referred to as the CONTRACTOR).

CONTRACTOR represents that its professional credentials are such that it can provide the expert assistance and other services (services to be provided) as described in its original proposal dated       attached hereto as Exhibit A and made a part hereof. However, any terms and conditions listed in Exhibit A are not made part of this agreement prior to review, approval and signature of appropriate University representative(s).

Contractor represents that neither Contractor, nor any agents of the Contractor, have paid or agreed to pay directly or indirectly any person, firm, or corporations any money or valuable consideration for assistance in securing this agreement and that no such money or reward will be hereafter paid.

Contractor further represents that: no Purchaser employees, or their family members, have a financial interest in Contractor submitting this Agreement; Contractor is not, and has not been an employee of the Purchaser; and that the Contractor does not have any relatives or family members employed by the Purchaser. To the extent that Contractor cannot make all of these representations, Contractor understands that Contractor must complete a more extensive disclosure, attached as Exhibit B.

In consideration of mutual covenants and promises between the parties, it is hereby agreed as follows:

1. CONTRACTOR agrees to perform as specified, essentially charging the UNIVERSITY for expert assistance and other services as described in Exhibit A. CONTRACTOR warrants that it shall at all times during the performance of this agreement, provide its best professional efforts. UNIVERSITY, in consideration of these services, agrees to pay spelled out cost dollars ($     ) upon proper invoice submitted to:

 The University of Akron

 Accounts Payable

 302 Buchtel Common

 Akron, Ohio 44325-6214

 Any additional work, necessitating additional charges by CONTRACTOR, may be contracted only upon mutual assent which is evidenced by a Change Notice to the Purchase Order.

2. UNIVERSITY will pay the amount set forth in item #1 above by UNIVERSITY check made payable and mailed to:

 First Name Last Name/Company Name

 Address

 City, STATE Zip Code

 Social Security or Federal Tax I.D. Number SS # or Tax ID

1. Contact person for UNIVERSITY is:

 U Of A Contact Name

 U Of A Contact Office/Department

 (330) 972-U of A Contact/Department Extension

1. Cancellation: Either party may cancel this agreement if either party is unable to fulfill the terms hereof due to an act of God or any other legitimate conditions beyond the control of the parties.
2. Disclaimers: UNIVERSITY will not be liable for the following expenses and costs, it being agreed that CONTRACTOR shall pay for all those items listed below:

 a. Union dues or other expenses;

 b. Federal, State, or Local Taxes;

 c. Agents’ commissions or other expenses or obligations;

 d. Damages to CONTRACTOR's equipment or materials;

e. Compensation for any lost or stolen equipment or materials whatsoever;

 f. Workers compensation or other insurance; and

 g. Any expenses not approved by UNIVERSITY.

 CONTRACTOR agrees to indemnify and hold UNIVERSITY harmless from all such costs and liabilities arising out of the services performed under this agreement.

 In performing services and accepting payment under this Agreement, Speaker/Artist/Performer certifies that they are an Independent Contractor and are not acting as an agent or employee of The University of Akron. Visit IRS website for more information regarding independent contractors.

 <https://www.irs.gov/businesses/small-businesses-self-employed/independent-contractor-self-employed-or-employee>.

 All invoices for services must include an Ohio Public Employees Retirement Independent Contractor/Worker Form (OPERS) which may be found at <https://www.uakron.edu/purchasing/facultystaff/New%20OPERS.pdf>.

1. Modification: Either party may modify this agreement only with the prior written consent of the other party hereto.
2. CONTRACTORS work under this agreement is a "work for hire" for purposes of the copyright laws of the United States and any foreign countries, and title to any subject copyright will vest with the UNIVERSITY.

8. Notices: Any notice required under this agreement shall be in writing and may either be given by personal delivery or sent by regular mail addressed to the following:

 As to UNIVERSITY: The University of Akron

 Department of Purchasing

 Attention: Todd Christenson

 302 Buchtel Common

 Akron, Ohio 44325-9001

 As to CONTRACTOR: First Name Last Name/Company Name

 Address

 City, STATE Zip Code

 Notice shall be deemed to be received upon presentment to the other party or upon three (3) days after mailing, if mailed postage prepaid by regular mail at the address set forth above for the respective party or at such changed address as may be subsequently submitted by written notice of either party.

9. Choice of Law: The laws of the state of Ohio shall be used to govern and construe the terms of this agreement. Chapter 2743 of the Ohio Revised Code shall govern UNIVERSITY's liability arising out of or under this agreement.

10. Integration: This document and the referenced Purchase Order represent the entire agreement between the UNIVERSITY and CONTRACTOR.

11. Execution: This agreement must be executed by CONTRACTOR and UNIVERSITY as a condition of CONTRACTOR receiving any payment hereunder or arising out of this agreement.

|  |  |  |
| --- | --- | --- |
| **The University of Akron** |  | **Contractor** |
|  |  |  |
| Signature: |  | Signature:  |
| Name: Shandra IrishTitle: Interim Director of Purchasing |  | Business Name:       Printed Name:      Title:       |
| Date:  |  | Date:       |
| Telephone: (330) 972-7340 |  | Telephone:       |

This form, The University of Akron Professional Services Agreement, has been reviewed and approved for legal form and sufficiency by the Office of General Counsel on May 17, 2019.

**EXHIBIT A**

(Describe services provided to UA, time frame services will be provided, schedule of payment)