

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 (“LOYNO”) 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 14.

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

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 complete the attached Scope of Work Form, 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.

- 4.2. **Travel.** LOYNO 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.

Contractor shall maintain during the term of this Contract insurance policies as set forth below.

- 6.1. **Commercial General Liability Insurance (Broad Form)** including Personal Injury Liability, Independent Contractor's Liability, Contractual Liability, Product Liability, Completed Operations Liability and Property Damage Liability with a minimum limit of liability of \$1,000,000 per occurrence for bodily injury and property damage.
- 6.2. **Automobile Liability and Property Damage Insurance** covering, but not limited to, hired, owned 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.
- 6.3. **Workers' Compensation Insurance and Employers Liability Insurance** in accordance with the statutes of Louisiana covering the requirements for all of the contractor/vendor's employees performing duties under the purchase agreement or contract. If any work is sublet, the contractor/vendor shall require all subcontractors to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the contractor/vendor. Employers' Liability coverage must have a minimum limit of liability of \$500,000 per occurrence.
- 6.4. **(When Applicable) Professional Liability** insurance covering acts, errors, mistakes, omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

Evidence of Coverage.

Before LOYNO signs this Contract, Contractor shall furnish LOYNO with certificates of insurance evidencing the coverages, conditions, endorsements, and limits required by this Contract, at the following address:

Purchasing Department
6363 St. Charles Avenue
Campus Box 6
New Orleans, LA 70118
Tel: 504-865-2290 / Fax: 504-865-2149

Loyola University New Orleans shall be named additional insured on the General Liability policy by Endorsement CG2010 (November 1985) or CG2010 (July 2004) AND CG2037 (July 2004) with the following language:

Loyola University New Orleans, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

All insurance required herein, except for Professional Liability Insurance, shall contain a waiver of subrogation in favor of the University, and shall specify that in the event of cancellation or material change in coverage, at least thirty (30) days prior written notice will be given to the University concerning such event. If any part of this Contract is subcontracted, these insurance requirements also apply to all subcontractors.

- 7. Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless LOYNO, 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 acts, errors, mistakes, omissions, work or service of the 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.** LOYNO 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 LOYNO.
- 10. Notices.** Notices to LOYNO 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 LOYNO 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 LOYNO, 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 LOYNO 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.** LOYNO 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 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.: _____
Date: _____	Address: _____

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

LOYOLA UNIVERSITY NEW ORLEANS:

Signature: _____
 _____(Title)

 _____(Title)

Date: _____

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