

Student Activities
PROFESSIONAL SERVICE AGREEMENT
Cover Page

This contract is the standard contract for services at American University; it is to be used for
DJs, External Catering, Space Rental, and Services

Club or Organization Representative

DATE

SG/GLC Comptroller (if required)

DATE

Student Activities Advisor

DATE

Student Activities Director

DATE

Agreement Between

Club/ Organization

and

Individual or Company Name

For Internal Office Use Only

AU reserves the right to make changes to the Services to be provided which are within the attached Scope of Work. Such changes and any added cost or cost reduction to AU must be agreed to in writing and signed by an authorized representative of both parties prior to proceeding with any changes.

4. Term and Termination. The performance period of this Agreement shall begin on the effective date _____, 201__ (“Effective Date”), and shall continue until the Service Provider has completed the Services in accordance with the Statement of Work or on _____, 201__, whichever occurs first, unless this Agreement is terminated earlier, as provided below.

AU may terminate this Agreement, in whole or in part, for its convenience at any time upon thirty (30) days prior written notice to the Service Provider. In case of such termination for convenience, AU shall be responsible for any portion of the compensation owed to Service Provider under Section 5 for any Services properly provided up to the day that notice of termination is delivered and that no work be performed thereafter without the express written permission from AU. If either Party commits a material breach of any provision of this Agreement, the other Party may terminate this Agreement, in whole or in part, after providing fifteen (15) days’ prior written notice and an opportunity to cure; provided, however, that, in addition to the other legal and equitable remedies that AU may pursue to redress such breach, Service Provider shall promptly reimburse AU the fees paid by AU to Service Provider for the deficient Services giving rise to such breach in addition to any additional expenses incurred by AU for satisfactory completion of the Services.

5. Payment. AU shall pay the Service Provider the following compensation for services performed under this Agreement: The Service Provider shall submit a monthly invoice for services rendered by the Service Provider to Accounts Payable, **American University, 4400 Massachusetts Avenue, NW, Washington, DC 20016-8020**. In consideration of the Services to be performed by Service Provider under this Agreement, AU shall pay to Service Provider fees according to the payment schedule set forth in the Statement of Work. In the event that the Statement of Work does not specify a payment schedule, AU shall pay all undisputed invoices within thirty (30) days of receipt. Each Service Provider invoice will accurately itemize the services performed, including as necessary, hours worked, service fees, other fees, materials with no markup, and all charges, travel, and other expense reimbursements. Service Provider agrees to obtain AU’s advance written approval for all expenses. Service Provider will provide itemized original receipts for all expenses, including transportation, lodging, and meals as a condition of reimbursement. Service Provider agrees to be responsible for any and all expenses not defined herein or in the attached SOW. Total compensation and reimbursement of expenses during the term of this Agreement are not to exceed [_____] dollars.

6. Independent Contractor. The Service Provider is retained by AU and shall perform the services under this Agreement as an independent contractor as defined in IRS code, section 3509. The Service Provider shall not be considered under the provisions of this Agreement or otherwise as having an employee status or be extended coverage under unemployment and Workers’ Compensation insurance or other group insurance plans and temporary disability, or be entitled to participate in any plans, arrangements or distributions by AU pertaining to or in connection with any pension, bonus or similar benefit plans. The Service Provider has no power or authority to act for, represent, or bind AU in any manner. The Service Provider is solely responsible for the payment of

his/her self-employment, income and social security taxes. Affirmative Action Programs of AU and applicable Federal regulations are binding on the Service Provider.

Service Provider shall not have the authority to enter into any contract to bind AU and shall not represent to anyone that Service Provider has such authority.

7. Indemnification/Hold Harmless. The Service Provider shall indemnify and hold AU harmless from any and all loss or damage to persons or property which AU or its employees may suffer on account of any accident or occurrence caused by the Service Provider. In consideration of the mutual agreements set forth in this Agreement, the Service Provider relieves, acquits, and forever discharges AU of and from any and all liabilities, causes of action, claims, costs, damages, expenses, lawsuits, demands or other amounts (including reasonable attorneys' fees) arising from or relating to any claims (i) for loss, injury or damage to a person, property, or business resulting from the Service Provider's negligent or willful acts or omissions in connection with the Services or (ii) resulting from the Service Provider's breach of any of its obligations, representations or warranties under this Agreement, except to the extent where the same is caused by the negligence or willful misconduct of AU.

8. Warranties. During the performance of Services, the Service Provider shall comply with all applicable state and federal laws, and the Policies and Procedures of AU. The Service Provider 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. All services shall be subject to the University's inspection before acceptance, and payment for services rendered shall not constitute a waiver of any of the rights granted to the University under this section.

9. Insurance. If Service Provider is to perform any of the Service on AU premises, then Service Provider shall, at its sole expense, purchase and maintain the following minimum insurance for the duration of this Agreement:

- a. Commercial General Liability against all claims of bodily injury, death, personal injury, coverage for contractual employees, or property damage with a combined single limit of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$1,000,000 products and or completed operations aggregate.
- b. Workers' Compensation and Employer's Liability as required by law with statutory limits. Employer's Liability shall be provided in the amounts of not less than \$500,000 per each accident for bodily injury, \$500,000 per disease per each employee, and \$500,000 policy limit per disease.
- c. Commercial automobile liability, for bodily injury and property damage of \$1,000,000 each accident combined single limit with respect to Service Provider's owned, non-owned, hired, or borrowed vehicles, assigned to or used in performance of this Agreement.

Policies shall be endorsed to include AU, its agents, officials and employees and additional insureds for ongoing and completed operations. Service Provider and its insurers shall waive all rights of subrogation or recovery against AU. Insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the District of Columbia with an A.M. Best's rating of A-, VII or better. Certificates of Insurance shall be mailed to the Purchasing Department at the following address PRIOR to any Services being performed- American University, 4400 Massachusetts Ave., N.W., Brandywine Building 2nd floor, Washington D.C., 20016-8020. AU reserves the right to waive or reduce the insurance requirements at AU's sole discretion.

If allowed under section 15 below, subcontractors of Service Provider must provide and maintain the same levels of insurance as Service Provider must under this section 9.

10. Confidential Information. In the course of performing services under this Agreement, AU may communicate information to the Service Provider or the Service Provider may have access to University information, which may or may not be related to this Agreement. The Service Provider shall treat all such information as confidential, whether or not it is identified as confidential. The Service Provider shall not disclose to any third party or use, for purposes not set forth in this Agreement, any reports, recommendations, opinions, and/or conclusions which Service Provider may provide to AU as part of his/her services or may have received from AU. Except as expressly permitted by this Agreement, for a period of three (3) years from the termination of this Agreement, the Service Provider shall protect the Confidential Information of AU from unauthorized dissemination, using the same degree of care which Service Provider ordinarily uses with respect to its own proprietary information, but in no event with less than reasonable care. "Confidential Information" will not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Service Provider; (ii) is known and has been reduced to tangible form by the Service Provider at the time of disclosure and is not subject to restriction; (iii) is independently developed by the Service Provider without use of AU's Confidential Information; (iv) is lawfully obtained from a third party who has the right to make such disclosure; or (v) is released for publication by AU in writing. Service Provider may disclose the terms and conditions of this Agreement or its existence to third parties having a need to know, such as auditors, banks, financial advisors or other third parties entering into or considering entering into a material transaction with AU, provided such third parties are bound to an obligation of confidentiality. Service Provider acknowledges that the unauthorized disclosure or use of any Confidential Information could cause irreparable harm and significant injury to AU, the extent and consequences of which may be impossible to assess. Therefore, the Service Provider agrees that if AU believes its Confidential Information is about to be, or has been, disclosed contrary to this Agreement, that AU has the right to seek an immediate injunction enjoining any, or any further, breach of this Agreement in addition to any other legal or equitable remedies AU may be entitled to pursue.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

12. Marks and Publicity. Neither party may use the name, logo, trademarks, service marks, publications or other proprietary identifying symbols of the other party in any press release, press related or advertising media without the prior written consent of the other party.

13. Non-assignment. This Agreement is personal to the Service Provider and may not be assigned, without the prior written consent of AU.

14. Force Majeure. The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, fire, flood, war, riot or public enemy.

15. Subcontracting. None of the services to be provided hereunder, or any portion thereof, shall be subcontracted by Service Provider without the prior written consent of AU.

16. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. Conflict of terms. All of the terms and conditions of this Agreement are deemed incorporated into any Service Provider's agreement or proposal. In the event of a conflict between the terms of this Agreement and the Service Provider's proposal, the terms of the AU Professional Services Agreement shall prevail to the extent necessary.

18. Patient or Student Information. In the event that the Services involve access to patient care areas and/or access to or use of protected health information OR access or involvement with student records, then Service Provider agrees to comply with all applicable federal, state and local laws, rules and regulations including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Family Educational Rights and Privacy Act ("FERPA") in the respective performance of Service Provider's obligations hereunder.

19. Non-Discrimination. The Service Provider agrees not to discriminate in any manner on the basis of sex, race, creed, age, color, national origin, religious belief, disability, status as a disabled veteran, or veteran of the Vietnam era, and to comply with all non-discriminatory laws and policies which University promulgates and to which University is subject.

20. Signatures. With the consent of AU and the Service Provider, facsimile signatures will be considered originals in the execution of this Agreement.

21. Entire Agreement/Amendments. This Agreement contains the entire agreement of AU and the Service Provider and no terms may be modified or waived except by the mutual written consent of both AU and the Service Provider.

AMERICAN UNIVERSITY

Service Provider Name

Signed: _____

Signed: _____

By: _____

By: _____

Michael Elmore
For: Brian Blair
Director, Procurement & Contracts

Title: _____

Date: _____

Date: _____