**Professional Services Agreement**

This Agreement is entered into between Idaho State University, herein referred to as "ISU”, and [INSERT NAME OF CONTRACTOR HERE], hereinafter referred to as the "Contractor," located [INSERT CONTRACTOR BUSINESS ADDRESS HERE].

1. **Services.** Contractor agrees to perform the following services: [INSERT DETAILED STATEMENT OF WORK, INCLUDING SERVICES TO BE PERFORMED AND DEADLINES FOR PERFORMANCE. ATTACH ADDITIONAL DOCUMENTS AS AN EXHIBIT IF NECESSARY AND REFER TO ANY EXHIBITS HERE]
2. **Effective Date and Duration.** The term of this Agreement shall commence on [INSERT START DATE] and conclude on [INSERT END DATE, PREFERABLY A TERM OF ONE YEAR OR LESS]. Contractor shall commence performance only upon receipt of a signed and fully executed contract from ISU.
3. **Consideration.** ISU agrees to pay Contractor [INSERT DETAILED PAYMENT TERMS]. Contractor will invoice ISU monthly with an invoice including service dates covered by the invoice and a summary of services performed. ISU is allowed 30 days to pay any invoice.
4. **Warranty.** Contractor warrants the products and services subject to this Agreement will be provided in a professional manner consistent with industry standards and any provided documentation describing the goods or services.
5. **Relationship of the Parties.** The parties agree Contractor is an independent contractor and not an employee of ISU for purposes of this Agreement. The parties agree Contractor is not subject to the supervision and control of ISU, nor is Contractor carrying out the regular business of ISU. Each of the parties will be solely and entirely responsible for its own acts and/or the acts of its employees or agents. No benefits provided by ISU to its employees, including unemployment and workers' compensation insurance, will be provided to Contractor or Contractor’s employees. Contractor will maintain any applicable workers’ compensation insurance as required by law and will provide a certificate of same if requested.
6. **Ownership and Publication of Materials.** All material and other information generated under this Agreement shall constitute works-made-for hire and be the sole property of ISU. However, to the extent any of such material does not qualify as work made for hire, Contractor hereby (a) irrevocably assigns, transfers, and otherwise conveys to ISU all right, title, and interest in and to the material generated in connection with this Agreement, including all copyrights and other intellectual property rights therein, and (b) agrees to execute any and all assignments, or any other documents or agreements that may be necessary to ensure that all rights, title, and interest in any works and contributions including, but not limited to, all copyrights, are transferred to ISU.
7. **Access to Records.** Contractor shall adequately account for and maintain reasonable records for Contractor’s performance and allow access to these records by ISU as may be necessary for audit purposes and in determining compliance with the terms of this Agreement.
8. **Indemnification.** Contractor agrees to defend, indemnify, and hold ISU harmless from any and all losses and claims that may result to ISU because of the activity of Contractor or Contractor’s agents and/or employees.
9. **Insurance.** Contractor shall maintain for the duration of the Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor. Primary Insurance: Contractor’s insurance coverage shall be primary insurance as respect to ISU and shall apply separately to each project or location. Any insurance or self-insurance maintained by ISU shall be excess of Contractor’s insurance and shall not contribute with it.
   1. Insurance Requirements:
      1. Commercial General Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or Contractor’s officers, agents, representatives, assigns, or subcontractors.
      2. Professional Liability: If applicable, Contractor shall purchase and maintain professional liability with a limit of not less than $1,000,000.
   2. Additional Insured Status: ISU shall be added as additional insured via endorsement to Contractor’s policy.
   3. Certificates of Insurance: Insurance is to be placed with an insurer with a Best’s rating of no less than A-. All certificates and endorsements are to be received by ISU prior to the provision of a service or purchase of a product. ISU reserves the right to require complete copies of insurance policies at all times.
10. **Advice of Counsel.** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.
11. **Non-discrimination.** Contractor agrees that no part of this Agreement shall be performed in a manner which illegally discriminates against any person on the basis of race, sex, color, national origin, religion, age, mental or physical disability, or any other protected class.
12. **University Policy.** Contractor agrees to follow all university policies and instructions while on ISU property. If ISU, in its sole determination, believes the Contractor or Contractor’s representatives appear to be under the influence of alcoholic beverages or other controlled substances, or exhibit behavior, conduct, or acts that would reflect negatively upon ISU, or are socially unacceptable as determined by ISU, then ISU shall have the right to terminate this Agreement, cancel performances, and have the offender(s) removed from the premises with no liability whatsoever.
13. **Modification.** This Agreement contains the entire agreement between the parties and no statements, promises, or inducements made by either party, or agents of either party, that are not contained in this Agreement are valid or binding. This Agreement may not be enlarged, modified, or altered except by physical or electronic written amendment by the parties.
14. **Termination.**
    1. This Agreement may be terminated at any time upon the written mutual consent of the parties.
    2. ISU may terminate this Agreement for failure of Contractor to perform any of the services, duties, or conditions contained in this Agreement after providing Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 10 business days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
    3. ISU may terminate this Agreement with prior written notice if it determines a cancellation is in the best interest of public health or because any public health situation or government order, guideline, or action related to public health makes performance of the Agreement impossible, reasonably impracticable, or frustrates the purpose of the Agreement.
15. **Force Majeure.** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition suspends a party’s obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.
16. **Assignment, Transfer, and Subcontracting.** There will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. No services required under this Agreement may be performed under subcontract unless both parties agree in writing. Contractor shall be and remain liable for all damages to ISU caused by negligent performance or non-performance of work under the Agreement by Contractor’s subcontractor or its subcontractor.
17. **Sanction and Debarment**. Contractor certifies that it is not currently debarred and suspended from participation in any federal or state program, nor is it owned or controlled by any entity that is. Contractor shall notify Idaho State University (ISU) immediately upon any change in its status regarding debarments or sanctions. ISU reserves the right to terminate this agreement for cause if Contractor becomes debarred or sanctioned during the term of this agreement. Contractor agrees to indemnify ISU for any losses or damages resulting from the Contractor's non-compliance with this clause.
18. **Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Agreement exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
19. **Contract With A Company Owned Or Operated By The Government of China Prohibited**. The University is prohibited by state law from entering into certain contractual agreements, Contractor hereby certifies that pursuant to Idaho Code Section 67-2359, it is not currently owned or operated by the Peoples Republic of China and will not for the duration of the Agreement be owned or operated by the Peoples Republic of China.
20. **Notice.** All notices relating to this Agreement will be in writing and submitted to the signatory below.
21. **Venue.** This Agreement will be interpreted according to the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in state district court in Bannock County, Idaho.
22. **Severability.** If any part of this Agreement is held to be illegal, void, or in conflict with any Idaho law, the remainder of this Agreement remains operative and binding.

To express the parties' intent to be bound by the terms of this Agreement they have executed this document on the dates set forth below.

**IDAHO STATE UNIVERSITY CONTRACTOR**

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[ISU APPROVED SIGNATORY] Date [CONTRACTOR REPRESENTATIVE] Date

[TITLE] [TITLE]

Idaho State University Contractor

*AGREEMENT INVALID UNLESS SIGNED BY ALL REQUIRED PARTIES*