**University of Pittsburgh**

**Standard International Services Agreement**

**Instructions and Guidelines for Use**

This Standard International Services Agreement is available for use when the need for a contract to procure services arises while Pitt representatives are conducting activities outside of the United States.

Before using this agreement, first review the [Global Operations website](https://globaloperations.pitt.edu/) and the specific advice for [International Services Agreements](https://www.ppt.pitt.edu/purchasing-services/international-service-agreements) on the Purchase, Pay & Travel website to determine whether your specific need requires use of a contract.

In many instances, low value transactions can simply be documented with an invoice or receipt provided by the Provider. Refer to the chart on the [International Services Agreements website](https://www.ppt.pitt.edu/purchasing-services/international-service-agreements) for a summary of contracting and payment options.

A Short Form International Services Agreement is also available to address more basic contract needs.

Use this Standard International Services Agreement if your specific needs involve any of the following:

* the disclosure of confidential information;
* the use of intellectual property or the need to clarify ownership of work product;
* the hiring of professional services (e.g., attorneys, medical professionals, engineers, architects, accountants, finance and tax advisors, management consultants); or
* projects involving complex deliverables and heightened levels of risk and liability.

If the preceding characteristics are not present, the Short Form International Services Agreement may be more appropriate to your needs.

Please contact the [Purchasing Services Procurement Specialist assigned to your Responsibility Center](https://www.ppt.pitt.edu/about-us/procurement-specialist-rc-assignments) if your specific needs involve: (i) student education records that are subject to the Family Educational Rights and Privacy Act (“**FERPA**”), 20 U.S.C. 1232g, *et. seq.*; (ii) protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”); (iii) “direct contact with children” (Pennsylvania law defines a child as an individual under eighteen (18) years of age); or (iv) the collection, access, use, storage, processing, disposal or disclosure of credit, debit or other payment cardholder information. The [Purchasing Services Procurement Specialist assigned to your Responsibility Center](https://www.ppt.pitt.edu/about-us/procurement-specialist-rc-assignments) will provide additional contractual provisions to address these matters.

**Drafting Tips**

**Preamble**

Enter the Effective Date of the Agreement and include the requested contact information regarding the Provider. Be sure to use the full legal name of the Provider (e.g., “Apple Inc.” and not simply “Apple.”).

**Scope of Services**

When completing the Scope of Services, the main idea is to simply state what your expectations are as to the services to be performed and any particular deliverables and timelines for performance.

The included Schedule A contains examples of items commonly included in a Scope of Services (along with drafting tips for each item). These items are included for your reference. As the Scope of Services is unique to each transaction, you are free to customize the Scope of Services to suit your individual needs.

**Section 3 – Term; Termination**

Enter the length of term and identify whether the term is measured in days, months or years (e.g., three (3) years).

**Section 10 – Insurance**

The University can face financial exposure for property damage or personal injury occurring during the provision of services provided under this Services Agreement. Requiring the Provider to maintain insurance enables the University to limit its financial exposure for certain specified risks by shifting those risks to the Provider’s insurance company. Insurance also helps ensure that the Provider can financially meet its indemnity obligations in the event of a significant loss.

Due to the international nature of this transaction, consult with the [Purchasing Services Procurement Specialist assigned to your Responsibility Center](https://www.ppt.pitt.edu/about-us/procurement-specialist-rc-assignments) as to whether insurance is necessary and, if so, which specific insurance coverages should be required.

**Section 13.10 – Choice of Law; Dispute Resolution**

If the Provider objects to application of Pennsylvania law, consult with the [Purchasing Services Procurement Specialist assigned to your Responsibility Center](https://www.ppt.pitt.edu/about-us/procurement-specialist-rc-assignments) about alternative choice of law options, which would need to be discussed on a case-by-case basis. Depending on the circumstances, it may be acceptable to apply the laws of the country with which this Agreement is most closely connected. However, circumstances may make it advisable to apply a neutral law or arbitration in a neutral location.

**Services Agreement**

This Services Agreement (the “**Agreement**”) is entered into as of Effective Date (the “**Effective Date**”) by the University of Pittsburgh – Of the Commonwealth System of Higher Education, a Pennsylvania non-profit corporation, with offices at 4200 Fifth Avenue, Pittsburgh, PA 15260 (the “**University**”), and Name of Provider, with offices at Provider’s Address (the “**Provider**”).

1. **Scope of Services**. Provider shall provide to the University the services (the “**Services**”) set out in one or more Scope of Services to be issued by the University and accepted by Provider (each, a “**Scope of Services**”). The initial accepted Scope of Services is attached hereto as Schedule A. Additional Scope of Services shall be deemed issued and accepted only if signed by authorized representatives of each party to this Agreement.
2. **Fees; Taxes; Payment Terms**. In consideration of the provision of the Services by the Provider and the rights granted to the University under this Agreement, the University shall pay the fees set forth in the applicable Scope of Services (collectively, the “**Fees**”). Payment to Provider of such Fees shall constitute payment in full for the performance of the Services, and, the University shall not be responsible for paying any other fees, costs or expenses. The Fees include all expenses and taxes, and Provider, as an independent contractor, shall be responsible for all such expenses and taxes incurred in connection with providing the Services. The University shall pay the Fees within thirty (30) days following completion of the Services. All payments hereunder shall be in US dollars and made by check or wire transfer.
3. **Term; Termination**.
	1. This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of Insert Term (the “**Term**”), unless sooner terminated pursuant to Sections 3.2 or 3.3 below.
	2. The University, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, and without liability except for required payment for services rendered, prior to the termination date, by providing at least fifteen (15) days’ prior written notice to Provider.
	3. Either party may terminate this Agreement, effective upon written notice to the other party (the “**Defaulting Party**”), if the Defaulting Party:
		1. Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; or
		2. Becomes insolvent or admits its inability to pay its debts generally as they become due; becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; is dissolved or liquidated or takes any corporate action for such purpose; makes a general assignment for the benefit of creditors; or has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

* 1. Upon expiration or termination of this Agreement for any reason, Provider shall promptly:
		+ - 1. Deliver to the University all documents, work product and other materials, whether or not complete, prepared by or on behalf of Provider in the course of performing the Services for which the University has paid;
				2. Return to the University all University-owned property, equipment or materials in its possession or control;
				3. Remove any Provider-owned property, equipment or materials located at the University’s locations;
				4. Provide reasonable cooperation and assistance to University, upon University’s written request and at University’s expense, in transitioning the Services to an alternate service provider; and
				5. On a pro rata basis, repay all fees and expenses paid in advance by the University for any Services which have not been provided.
1. **Provider Obligations**. Provider shall:
	1. Before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all laws, ordinances, codes and regulations of any federal, state, county or municipal government, bureau or department applicable to the provision of the Services.
	2. Comply with, and ensure that all Provider personnel comply with, applicable University policies and procedures (<http://cfo.pitt.edu/pexpress/supplier/purchasingPolicies.php>) in connection with rendering Services hereunder and comply with any other requirements imposed by the University relating to access, safety and security in connection with the Services from the time the University gives Provider notice of the same.
	3. Obtain the University’s written approval prior to entering into agreements with or otherwise engaging any person, including all subcontractors and affiliates of Provider, other than Provider’s employees, to provide any Services and deliverables to the University (each such approved subcontractor or other third party, a “Permitted Subcontractor”). The University’s approval shall not relieve Provider of its obligations under this Agreement, and Provider shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Provider’s own employees. Nothing contained in this Agreement shall create any contractual relationship between the University and any Provider subcontractor or supplier.
2. **University Obligations**. The University shall: (a) cooperate in good faith with Provider in all matters relating to the Services; and (b) respond to Provider’s reasonable requests for instructions, information or approvals required by Provider to provide the Services in accordance with this Agreement.
3. **Intellectual Property Rights; Ownership**.
	1. Except as set forth in Section 6.2 below, the University is, and shall be, the sole and exclusive owner of all right, title and interest in and to the Deliverables, including all Intellectual Property Rights therein. Provider agrees that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a “work made for hire” for the University. To the extent that any of the Deliverables do not constitute a “work made for hire,” Provider hereby assigns to the University, in each case without additional consideration, all right, title and interest in and to the Deliverables, including all Intellectual Property Rights therein.
	2. Provider and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Provider hereby grants the University a non-exclusive, royalty free, fully paid, perpetual, irrevocable license to use Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Provider.
	3. The University and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the University Materials, including all Intellectual Property Rights therein. Provider shall have no right or license to use any of the University Materials except solely during the Term of this Agreement to the extent necessary to provide the Services to the University. All other rights in and to the University Materials are expressly reserved by the University.
	4. Definitions:
		1. “Deliverables” means all documents, work product and other materials that are delivered to the University hereunder or prepared by or on behalf of Provider in the course of performing the Services, including any items identified as such in an attached Scope of Services.
		2. “Intellectual Property Rights” means all: (i) patents, patent disclosures and inventions (whether patentable or not); (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (iii) copyrights and copyrightable works (including computer programs) and rights in data and databases; (iv) trade secrets, know-how and other confidential information; and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
		3. “Pre-Existing Materials” means all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by Provider in connection with performing the Services, in each case developed or acquired by the Provider prior to the commencement or independently of this Agreement.
		4. “University Materials” means any documents, data, information, know-how, methodologies, software and other materials provided to Provider by the University.
4. **Confidentiality**.
	1. Each party (the “**Receiving Party**”) shall keep confidential any information of a non-public, confidential or proprietary nature (collectively, “**Confidential Information**”) received from the other party (the “**Disclosing Party**”). Confidential Information, if in tangible or readable form, shall be marked as such at the time of disclosure and if disclosed orally, shall be reduced to writing and marked confidential within thirty (30) days after disclosure. The Disclosing Party’s failure to mark information as confidential or to notify the Receiving Party that oral information is confidential will not affect the information’s confidential nature or waive the Disclosing Party’s rights or the Receiving Party’s obligations with respect to the information.
	2. Confidential Information shall not include information which: (a) is or becomes publicly available other than as a result of a disclosure by the Receiving Party or its representatives; (b) was received by the Receiving Party from a third party having no obligations of confidentiality to the Disclosing Party and who is lawfully in possession of such information; (c) was in the Receiving Party’s possession prior to disclosure; or (d) was developed independently from Confidential Information, as is shown by competent evidence.
	3. The Receiving Party shall: (a) hold the Confidential Information in confidence using the same care it affords its own confidential information, but not less than a reasonable degree of care; (b) use the Confidential Information only for the performance of this Agreement; and (c) restrict disclosure of the Confidential Information to employees whose duties justify the need to know the Confidential Information in furtherance of the performance of this Agreement and who are advised as to the confidential nature of the information and required to comply with the provisions of this Agreement. The Receiving Party shall not provide any third parties with access to the Confidential Information unless such third party has agreed to be bound by confidentiality and nondisclosure obligations in a form of an agreement acceptable to the Disclosing Party.
	4. If the Receiving Party is required to disclose Confidential Information by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, the Receiving Party shall, to the extent legally permissible, provide the Disclosing Party with prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or take other appropriate action.
	5. Upon termination of this Agreement or the Disclosing Party’s request: (a) original sources of Confidential Information shall be promptly returned to the Disclosing Party; and (b) all copies of such sources, including, but not limited to, all summaries, abstracts, drawings, notes or other records or data prepared by or for the Receiving Party which contains any Confidential Information in any form, shall be destroyed, with such destruction confirmed in writing.
	6. The Receiving Party acknowledges that monetary damages may be inadequate to compensate for any breach of the confidentiality obligations set forth herein. The Receiving Party agrees that any such breach or threatened breach may cause irreparable injury to the Disclosing Party and that the Disclosing Party shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction with respect to the Disclosing Party’s Confidential Information, without proof of actual damages.
	7. The Receiving Party shall immediately notify the Disclosing Party in writing upon discovery of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information.
5. **Representations and Warranties**.
	1. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
	2. Provider represents and warrants that: (a) Provider will comply with all applicable laws, rules and regulations in performing the Services; (b) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner, in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; (c) the Services will meet any and all specifications and requirements set forth in this Agreement; (d) Provider has, and shall maintain in effect for the duration of this Agreement, all licenses, permits, qualifications and approvals that are legally required for Provider to render the Services; (e) none of the Services, deliverables or Deliverables, and the University’s use thereof, infringe or will infringe any intellectual property right of any third party; and (f) if this Agreement is being procured with funds from a Federal government contract or grant (or funds from a subcontract at any tier relating to a Federal government contract or grant), Provider shall comply with the applicable Federal Flowdown provisions set forth at <http://www.cfo.pitt.edu/farsched.pdf>, which are incorporated into this Agreement by reference.
6. **Indemnification**. Provider (the “**Indemnifying Party**”) shall indemnify, defend and hold harmless the University, its trustees, officers, employees, agents and representatives (collectively, the “**University Indemnitees**”) from and against any and all losses, liability, cost and expenses, including attorney’s fees and costs, awards, judgments, damages, fines, penalties, claims and causes of action (collectively, “**Claims**”) arising out of or related to the negligent acts or omissions or willful misconduct of the Indemnifying Party or any of its officers, directors, employees, agents, representatives, contractors, successors, assigns or anyone acting on any of their behalf in connection with, arising from or related to the performance of obligations under this Agreement, including Claims for: (a) personal injury, including death, and damage to property; (b) the breach by the Indemnifying Party of any term, representation, warranty or covenant under this Agreement; (c) defective, unsafe or non-conforming goods supplied by Provider; or (d) any actual or alleged infringement or misappropriation of any third party’s patents, copyrights, trade secrets or other intellectual property rights.
7. **Insurance**. The University may require proof of applicable insurance prior to performance of the Services.
8. **Records and Audit**. Provider shall maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Provider in providing the Services. During the Term of this Agreement and for a period of three (3) years thereafter, upon the University’s written request, Provider shall allow the University or the University’s representative to inspect and make copies of such records and interview Provider personnel in connection with the provision of the Services; provided that any such inspection shall take place during regular business hours and the University provides Provider with at least three (3) business days advance written notice.
9. **Notices**. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “**Notice**” and, collectively, “**Notices**”) must be in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this Section 12). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) on receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section 12.

University: University of Pittsburgh

 Attn: Director, Purchasing Services

3328 Cathedral of Learning

4200 Fifth Avenue

Pittsburgh, PA 15260

USA

Fax: +1 412-624-9339

 with a copy to:

 University of Pittsburgh

 Office of University Counsel

 2400 Cathedral of Learning

4200 Fifth Avenue

 Pittsburgh, PA 15260

 USA

 Fax: +1 412-624-1146

Provider: Name of Provider

 Address

 Postal Code / City

 Country

Attn: Name of Contact

 Fax: Number

 Email: Email Address of Contact

1. **Miscellaneous.**
	1. **Independent Contractor**. The University and Provider shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer or joint venture. Provider shall not permit any of its officers, directors, agents, employees, representatives, supervisors, successors, assigns, employees, or sub-contractors to represent or hold out itself or themselves as agents, supervisors, servants, employees, or representatives of the University or as authorized to make any commitment to incur any obligation on behalf of the University.
	2. **Compliance with Anti-Bribery and Trade Laws**. Provider shall, and shall cause its officers, directors, employees and agents to, comply with all applicable laws, rules and regulations relating to import and export controls, sanctions, and antiboycott laws and regulations (collectively, the “**Trade Laws**”) and anti-bribery, fraud, kickbacks or anti-corruption, including the United States Foreign Corrupt Practices Act of 1977, as amended (collectively, the “**Anti-Bribery Laws**”). Provider represents that it has implemented, and Provider must at all times implement, adequate policies, procedures and controls to ensure that Provider and its officers, directors, employees and agents are in compliance with all applicable Trade Laws and Anti-Bribery Laws. Provider represents that, in connection with this Agreement, no improper financial or other advantage has been, will be or is agreed to be given to any person or entity by or on behalf of Provider or any of its officers, directors, employees or agents.
	3. **Assignment; Delegation**. Neither party may assign this Agreement nor assign any of its rights under this Agreement, except with the prior written consent of the other party. Neither party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section 13.3 is void.
	4. **Entire Agreement; Amendments**. This Agreement, including any schedules, exhibits, attachments and documents referenced herein, constitutes the final agreement between the parties. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. No change, modification, amendment, alteration or rescission of this Agreement shall be valid unless it is made in a written amendment signed by the parties.
	5. **Remedies**. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
	6. **Publicity**. Except with the prior written consent of the other party, which may be withheld in that party’s sole discretion, neither party shall: (a) issue a press release or make any other public statement that references this Agreement; or (b) use the other party's names or trademarks for publicity or advertising purposes.
	7. **Waiver**. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
	8. **Severability**. If any provision or a portion of any provision of this Agreement is held to be invalid, illegal or unenforceable by any court or other competent authority, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.
	9. **Survivability**. The terms of this Agreement which by their nature and for any reason are intended to survive and extend beyond the termination, cancellation or expiration of this Agreement, shall remain in effect and be binding upon the parties beyond such time. Such terms shall include without limitation those that confer rights based on prior breaches or performance.
	10. **Choice of Law; Dispute Resolution**.
		1. The laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws provisions, shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance and enforcement.
		2. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the parties with respect to this Agreement (each, a “**Dispute**”), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party (the “**Dispute Notice**”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties shall settle such Dispute as otherwise set forth in this Section 13.10.
		3. In the event a Dispute is not resolved by the meet and confer provisions under Section 13.10(b) above, the parties may choose any other available legal means to settle the Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
	11. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same agreement. The signatures of all of the parties need not appear on the same counterpart. Delivery of an executed counterpart of this Agreement by facsimile, portable document format (.pdf) or by any other electronic means has the same effect as delivery of an executed original of this Agreement.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the authorized representatives of the parties hereto as of the Effective Date above set forth.

**University of Pittsburgh:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Provider:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule A**

**Scope of Services**

**Description of Services and Deliverables**:

Enter detailed description of the Services that are expected from Provider. List any Deliverable.

**Location(s)**:

Identify the location(s) where the Services will be performed.

**Acceptance Criteria/Acceptance Testing Procedures**:

If applicable, identify any procedures/requirements for the testing and acceptance of the Services and/or Deliverables that are required by the University before the Services or Deliverables are deemed to have been accepted.

**Dates/Deadlines/Milestones and Time(s) of Services**:

Identify the date(s) when Services are to be performed, including any required deadline/milestone schedules. If applicable, specify the time(s) of day when Services are to be performed.

**List of Key Personnel**:

If applicable, identify the names and contact information for the Provider and University’s key personnel (e.g., a specific project manager).

**Fees and Payment Terms**:

Identify the fees/rates applicable to this Scope of Services. As a default, Section 2 of the Agreement provides for thirty (30) day payment terms. Revise here if different payment terms are desired.

As a drafting tip, you want to: (a) establish the compensation to be paid to Provider (e.g., a flat fee, per diem, hourly rate or insert a rate schedule); and (b) include any limits on compensation (e.g., Provider’s total compensation shall not exceed $X.XX without prior written authorization from the University).

For fixed fee arrangements, strongly consider detailing an installment payment schedule tied to project milestones to avoid the risk of paying 100% of the fee upfront.

For time and materials based arrangements, clearly identify the rate basis (e.g., $X.XX per hour, $X.XX per day, $X.XX per type pf service, etc.).

**Expenses**:

If the University will reimburse Provider for expenses, it is recommended to describe here the expenses that will be considered reimbursable and not reimbursable, including any pre-approval requirements or limits on the total amount of expenses that will be reimbursed. If expenses will be reimbursed, you should consider requiring that no reimbursement for expenses shall be provided unless Provider substantiates the expenses claimed by submitting to the University receipts or other documentation acceptable to the University. It is recommended that all costs, including reimbursement for travel, lodging, etc. be part of a not-to-exceed amount.