**Professional Services Agreement**

 This Agreement for  services (the “Agreement”) is entered into by and between The Board of Regents of the University of Oklahoma, *ex rel.* Rogers State University (“RSU” or “University”) and  (the “Vendor”) FEI/SSN .

**I. RECITALS**

**1.1** Rogers State University is an institution of higher education, created at 70 O.S. 1999, Section 4669 et seq., as amended, functioning as a regional university within The Oklahoma State System of Higher Education.

**1.2** The Vendor is a , selected by RSU to provide certain professional  and related consulting services for RSU.

**II. RELATIONSHIP BETWEEN RSU AND THE VENDOR**

 **2.1** RSU has negotiated and entered into this Agreement with the Vendor for itself

and on behalf of the University. The Vendor is an independent contractor who has entered into this Agreement to provide the services hereunder and is not nor is

intended to be the employee of RSU in the performance of this Agreement.

 **2.2** Nothing in this Agreement is intended to be construed, or be deemed to create any

rights or remedies in any third party.

**III. THE VENDOR’S DUTIES AND RESPONSIBILITIES**

 **3.1** The Vendor shall provide  services

with respect to the administration of the University by RSU in accordance with this Agreement. Vendor will perform all services in a professional and workmanlike manner in accordance with applicable professional standards. The Vendor providing services to RSU shall maintain any licenses related to the work in the State of Oklahoma at all times.

**3.2** Vendor, at the request of , shall provide  services as set forth herein, including but not limited to the following: .

 **3.3** Vendor agrees upon request and at a time mutually agreed upon, to make

available to the representatives of RSU any and all records pertaining to the duties and responsibilities under this Agreement, including records reflecting costs and expenses incurred in connection with his performance of the services. Upon reasonable notice, RSU or its representatives shall be entitled to examine and audit any books, records and other documents directly pertaining to charges to RSU hereunder, at Vendor's premises during normal business hours. The Vendor is required to retain all records relative to this Agreement for the duration of the term and for a period of five years following completion and/or termination of the Agreement. If an audit, litigation, or other actions involving such records are started before the end of the five year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the five year retention period, whichever is later.

**3.4** The Vendor shall be responsible for the proper care and custody of any personal property owned by RSU and furnished to the Vendor in connection with the performance of this contract, and the Vendor will reimburse RSU for such property’s loss or damage caused by Vendor.

**3.5** Neither the Vendor nor any person, firm or corporation employed by the Vendor

in the performance of their contract, shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any RSU employee at any time.

**3.6** The Vendor shall not be liable if the failure to perform this contract arises out of

an act of nature, fire, quarantine or strikes other than by the Vendor’s employees.

**IV. RSU’s DUTIES AND RESPONSIBILITIES**

**4.1** RSU agrees to forward or cause to be forwarded copies of all University records that may be necessary to perform any of the duties pursuant to the provisions of this Agreement.

**4.2** Professional fees shall be  for documented professional services performed hereunder. All out-of-pocket expenses, such as telephone charges, messenger services, mileage, transportation costs, photocopying, and other appropriate items will be identified and charged to RSU as they are incurred. The Vendor may be reimbursed for travel expenses pursuant to the Oklahoma travel reimbursement statutes and rules. The expenses will be limited to those permitted under Oklahoma statutes and rules, and must be authorized by RSU in advance. The Vendor shall bill for only such time spent in performance of the services under this agreement. Travel time shall not be included. The Vendor shall keep detailed records of the time involved in performing the services hereunder and

submit claims for fees for such services provided to RSU. Invoices will be sent at the end of each month for services performed during that month. The claim must show a detailed, itemized fee billing indicating the appropriate time, hourly rate and expenses detail. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided herein. Payment shall be made by RSU within forty-five (45) days of receiving correct and accurate invoices. All payments are made in arrears and no payments shall be made in advance. The fees to be paid under this Agreement shall not exceed $10,000 in any fiscal year, absent an amendment to this Agreement.

**V. TERM AND TERMINATION**

 **5.1** The term of this Agreement shall be for the initial contract period commencing

, and ending . The term of this Agreement may be extended for successive one year periods provided in Paragraph 5.2 of this Agreement.

 **5.2** This Agreement may be renewed by RSU for succeeding terms of one year

each, upon written notice given, pursuant to section 6.2, at least thirty (30) days prior to the termination date, of the party's intent to renew.

 **5.3** Either party may terminate this agreement with or without cause, upon giving

thirty (30) days notice.

 **5.4** Nothing in this Agreement shall be construed to limit either party's remedies at

law or in equity in the event of a material breach of this Agreement.

 **5.5** Following termination of this Agreement, RSU shall continue to have access to

the Vendor’s records of services provided for five (5) years from the date of provision of the services to which the records refer.

 **5.6** In the event Vendor breaches any duties and responsibilities under this

Agreement, he shall not be entitled to any further compensation.

**VI. GENERAL PROVISIONS**

 **6.1 Assignment**

 This Agreement or any of the rights, duties, or obligations of the parties

hereunder, shall not be assigned by either party. This contract shall immediately terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Vendor without the prior written consent of RSU.

 **6.2 Notices**

 Any notice required to be given pursuant to the terms and provisions of this

Agreement shall be in writing, postage prepaid, and shall be sent by First Class Mail or by courier or copier and confirmed by First Class Mail, to RSU or the Vendor at the addresses below. The notice shall be effective on the date indicated on the postmark.

**RSU:**

 Rogers State University

1701 W. Will Rogers Blvd.

 Claremore, Oklahoma 74017

**THE VENDOR:**

**6.3** **Entire Agreement**

 This Agreement contains the entire Agreement between RSU and the Vendor

relating to the rights granted and the obligations assumed by the parties hereunder. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

**6.4 Amendment or Modification**

This Agreement, or any part or section of it, may be amended at any time during the term of the Agreement by mutual written consent of RSU and the Vendor. However, this Agreement shall only be amended or modified by the written agreement of the parties. No alteration or variation of the terms and conditions of the Agreement shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

**6.5 Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

**6.6 Indemnification**

The Vendor shall indemnify and hold harmless RSU, its governing Board, its employees and agents, from and against any claims, demands, loss, damage or expense relating to injury or death of any person or damage to property to the extent proximately caused by the negligent or willful acts or omissions of the Vendor or his employees and agents in the performance of the services under this Agreement.

This agreement made and entered into this day of .

(“VENDOR”)

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ROGERS STATE UNIVERSITY(“RSU”)

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX A**

**Evaluation criteria for Vendor**

The following criteria shall be used to evaluate the Vendor providing professional services to the University. Each criterion shall be graded with Strongly Agree, Agree, Disagree or Strongly Disagree.

1. Vendor understands the requirements and scope of each task assigned to him.

2. Vendor performs tasks assigned in a timely manner.

3. Vendor communicates well with the Vice President for Business Affairs and other staff assigned to work with him, including communication regarding expectations and timeframes.

4. Vendor uses his time effectively and all time spent on billed services is reasonable.

5. Vendor promptly provides progress notes on each task or project he is assigned.

6. Vendor provides concise, yet thorough, written reports and documents necessary to the tasks and projects assigned.

7. Vendor recognizes immediate problems and issues. He breaks problems down into lists of tasks, issues, or activities as necessary.

8. Vendor is punctual with appointments and meetings.