AGREEMENT FOR OUTSIDE PROFESSIONAL SERVICES

between

THE ARIZONA BOARD OF REGENTS
on behalf of
THE UNIVERSITY OF ARIZONA
(hereinafter referred to as "University")

and

______________________________________
(hereinafter referred to as "Contractor")

1. University desires to retain Contractor, and Contractor is willing to provide services to University in Contractor's capacity as an independent contractor, upon the terms and conditions set forth in this Agreement.

2. Contractor shall provide those services set forth in Exhibit "A" attached to this Agreement, and in doing so agrees to exercise Contractor's best efforts in completion of the described services.

3. The total cost, including allowable expenses, to University for the performance of the services shall not exceed: ____________________________________________________ dollars ($__________________). Payment shall be made within thirty (30) days after the University's receipt and approval of Contractor's monthly/quarterly/final (circle one) invoice by University check to:

Name and address of individual Contractor or firm:

___________________________________________________________

___________________________________________________________

Federal Tax I.D. Number or Social Security Number:

___________________________________________________________

4. The initial term of this Agreement is for the period __________________ to __________________. Either party may terminate this Agreement by giving sixty (60) days written notice to the other party. If this Agreement is terminated prior to completion, Contractor shall be paid for services rendered and allowable expenses incurred to the date of termination. Contractor shall provide to University, all reports, drawings, and other work products produced by Contractor as a part of this Agreement to the time of termination.

5. For all purposes under the terms of this Agreement Contractor shall be an independent contractor, and not an agent, officer or employee of University. University shall provide no employee benefits, including but not limited to worker's compensation coverage, regularly afforded to staff, faculty, and administrative and professional employees. Contractor shall provide whatever tools, equipment, vehicles, and supplies Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.

6. The conduct and control of work under this Agreement lies solely with Contractor, and University is interested in the satisfactory progress and the successful completion of the services described in Exhibit A. University shall be permitted to retain other contractors performing the same or similar tasks, and Contractor shall be permitted to provide services to other parties, consistent with Contractor's obligation to utilize best efforts in the completion of services undertaken pursuant to the terms of this Agreement.
7. Contractor agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Contractor may be required to perform the services based, in part, on information furnished by the University and Contractor shall be entitled to rely on such information; however, Contractor is hereby given notice that the University shall rely on the accuracy, competence, and completeness of Contractor's services in utilizing the results of such services.

8. Contractor shall provide such interim written reports concerning the performance of services under this Agreement as University may request in writing and upon expiration or other termination of the Agreement shall provide a written report to University setting forth the results of the tasks performed hereunder.

9. All reports, drawings, and other work products produced by Contractor as a part of the services rendered under this Agreement shall be provided to and be the sole property of University. Contractor shall not release such work product or other information obtained, or produced pursuant to this Agreement without the prior written consent of University.

10. The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.

11. The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars ($50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 et seq. (the “Act”), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

12. The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the Board of Regents may reduce the scope of the agreement if appropriate or cancel the agreement without further duty or obligation. The Board agrees to notify Consultant as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

13. This Agreement is subject to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

14. Contractor shall at all times keep the University free and clear from all claims, liens, and encumbrances asserted by any person or other entity for any reason whatsoever arising from the furnishing of services under this Agreement. Contractor shall indemnify, defend, and save harmless the State of Arizona, the Arizona Board of Regents, and The University of Arizona from any and all claims, demands, suits, actions proceedings, loss, costs, and damages of every kind and description, including any attorney's fees or litigation expenses which may be brought or made against or incurred by the State of Arizona, the Arizona Board of Regents, and The University of Arizona on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of Contractor, its employees, agents, or representatives in connection with or incident to the performance of this Agreement or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Contractor. Contractor's obligation under this Section shall not extend to any liability caused by the sole negligence of University.

15. Contractor shall submit invoices in connection with the services performed under this Agreement. These invoices shall be sent to:

_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

However, under no circumstances shall Contractor be reimbursed for an amount which is proportionately greater than the portion of the job which has been completed.

16. Contractor verifies that Contractor or any employee of Contractor is_______ or is not_______ an employee of University.
17. Contractor shall furnish the following certificates of insurance prior to the commencement of the contract, shall maintain such coverage throughout the term of this Agreement, including any renewal periods, and shall furnish updated certificates for such coverage as follows:
* Commercial General Liability in the amount of $2,000,000 Combined Single Limit (CSL) each occurrence.
* Automobile Liability in the amount of $1,000,000 Combined Single Limit (CSL) each occurrence.
Professional Liability in the amount of $1,000,000
Worker's Compensation in the amount of statutory limits
Employer's Liability $100,000 minimum

* The State of Arizona, the Arizona Board of Regents and The University of Arizona shall be named as additional insured on these insurance certificates.

NOTE: The certificate provided shall clearly establish that the coverage provided is primary and that any insurance carried by the University is excess.

These coverages and limits are to be considered minimum requirements under this contract and shall in no way limit the liability or obligations of Contractor under this contract. This insurance requirement shall provide for notification to the University of Arizona, Purchasing Department, thirty (30) days prior to termination or restrictive amendment.

The University's Office of Risk Management shall determine the acceptability of insurance certificates submitted.

18. The Contractor agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

19. Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), Contractor certifies that it does not have a "scrutinized" business operation in either Sudan or Iran, as that term is defined in ARS §§ 35-391(15) and 35-393(12), respectively.

20. This Agreement is not assignable without prior written approval of the University; any attempt to assign any rights, duties, or obligations which arise under this Agreement without such approval shall be void.

21. The Contractor must demonstrate that they are duly licensed by whatever state, county or local regulatory body may so require.

22. This Agreement is made under and shall be interpreted according to Arizona law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates designated below.

ARIZONA BOARD OF REGENTS
ON BEHALF OF THE UNIVERSITY
OF ARIZONA

___________________________________________
By: ________________________________
Printed Name ________________________________
Title ________________________________

Date: ____________________________

CONTRACTOR:

___________________________________________
By: ________________________________
Printed Name ________________________________
Title ________________________________

Date: ____________________________