

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “**Agreement**”), dated effective as of Click Down Arrow and Select Effective Date (the “**Effective Date**”), is made between **The** **University of Puget Sound** (“**Puget Sound**”) and **Click and Enter Contractor Full Legal Name**, Click Down Arrow and Select Contractor Entity Type formed in Click and Enter U.S. City, State or Non-U.S. Country Name (“**Contractor**”). In consideration of the mutual promises contained in this Agreement, Puget Sound and Contractor agree as follows:

1. **The Services.** Contractor will timely perform the services (the “**Services**”) described in each statement of work executed by the parties referencing this Agreement (each, a “**SOW**”). Each SOW will be substantially in the form of **Exhibit A** to this Agreement or in another mutually acceptable form. All SOWs are subject to, and governed by, the terms of this Agreement. Puget Sound may at any time provide notice to Contractor requesting a change to the scope of the Services under a SOW. On notice of a change, the parties will work together in good faith to amend the SOW accordingly, which may include a payment adjustment.
2. **Acceptance.** Puget Sound will evaluate each Deliverable (as defined in the Warranties Section below) and will accept it or reject it within 15 business days after receipt, or as otherwise agreed. If Puget Sound does not accept or reject a Deliverable within this time period, the Deliverable will be deemed accepted unless otherwise agreed. Contractor will have 10 business days to fix any Deliverable after receiving notice from Puget Sound. If Contractor does not fix the Deliverable, Puget Sound may either reject the Deliverable without further obligation or work with Contractor to resolve the issue.
3. **Service Fees and Payment Terms.** Puget Sound will pay Contractor the amounts set forth in each SOW. The amounts to be paid by Puget Sound to Contractor do not include any taxes. Contractor is responsible for all of Contractor’s own overhead, equipment, tools, telephone calls, transportation, materials and any costs of any nature unless this Agreement or the applicable SOW specifically provides otherwise. Each invoice will reference this Agreement and the applicable SOW. Unless otherwise agreed in a SOW, payments of undisputed amounts will be made within 30 days from the date of receipt of each invoice or Puget Sound’s acceptance of the corresponding Deliverables, whichever is later. If Puget Sound disputes all or any portion of an invoice, it will be required to pay only the amount not in dispute until the dispute is resolved. Payment by Puget Sound will not result in a waiver of any of its rights under this Agreement or any SOW. Puget Sound will not be obligated to pay Contractor for Services that are not fully and properly invoiced.
4. **Warranties.** Contractor represents and warrants to Puget Sound on a continuing basis that: (a) Contractor has full rights and authority to enter into and perform according to this Agreement; (b) Contractor’s performance will not violate any agreement or obligation between Contractor and a third party; (c) the Services will be performed in a professional, timely and workmanlike manner consistent with highest industry standards; (d) the Services and all work product, summaries, conclusions, analyses, results, white papers, recommendations, products, ideas, and other items, tangible and intangible provided or delivered by Contractor to Puget Sound under or in connection with any Services or this Agreement or a SOW (“**Deliverables**”) will conform to all requirements described in this Agreement and the applicable SOW; (e) the Services, Deliverables and other materials provided by or on behalf of Contractor will not infringe or violate any copyright, patent, trademark, trade secret or other intellectual property or proprietary right of any third party; and (f) Contractor and its employees, representatives and agents will comply, at Contractor’s sole cost, with all applicable laws, ordinances, rules and regulations and will hold and fully comply with all required licenses, permits and approvals.
5. **Ownership.**
	1. *Work for Hire.* The Deliverables are specially ordered or commissioned by Puget Sound and will be considered “work made for hire” (as such term is defined under U.S. copyright law) and owned by Puget Sound. To the extent the Deliverables include material subject to copyright, mask work, patent, trademark, trade secret, or any other intellectual property or proprietary rights protection, and such materials do not qualify as a “work made for hire” under applicable law, Contractor hereby irrevocably and unconditionally assigns to Puget Sound and its successors, all right, title, and interest in and to all such Deliverables. Accordingly, without limiting the generality of the foregoing, Puget Sound will be deemed to own, without any restrictions or limitations whatsoever, the sole and exclusive rights to prepare derivative works based on the Deliverables and to reproduce, adapt, distribute, publicly perform and display, and otherwise exploit the Deliverables and such derivative works, by any and all means and in any and all media now or hereafter known, throughout the world and in perpetuity. To the extent any of Contractor’s rights in the Deliverables, including any moral rights, are not capable of assignment under applicable law, Contractor hereby irrevocably and unconditionally waives all enforcement of such rights to the maximum extent permitted under applicable law.
	2. *Non-Employees*. If any individual or entity that is not an employee of Contractor performs or otherwise participates in the creation of any Deliverable, Contractor will obtain from such non-employee a legally binding, written assignment sufficient to transfer to Puget Sound all of the non-employee’s rights, title and interest in and to the Deliverable. Upon Puget Sound’s request, Contractor will provide Puget Sound with copies of all such assignments.
	3. *Further Acts*. Contractor and its employees, agents, Subcontractors and affiliates will take such action as Puget Sound reasonably may request to more fully evidence, protect, maintain, secure, defend, transfer, vest or confirm Puget Sound’s ownership, right, title and interest in the Deliverables. If Contractor fails to cooperate with or assist, execute, acknowledge, verify or deliver any such document requested by Puget Sound, Contractor hereby irrevocably appoints Puget Sound and its authorized officers and agents as Contractor’s agent and attorney‑in‑fact to act in Contractor’s place to execute, acknowledge, verify, and/or deliver any such document (as applicable) on Contractor’s behalf and such right will be deemed to be coupled with an interest.
	4. *Furnished Materials*. Contractor agrees that any information, software, electronic media, artwork, designs, specifications, tools, equipment, drawings, blue prints, patterns, proofs, notes, memoranda, or documents furnished or paid for by Puget Sound are and will remain Puget Sound’s property and will be held by Contractor in trust for Puget Sound unless directed otherwise (collectively, “**Furnished Materials**”). Contractor will take all reasonable precautions to protect and ensure against loss or damage, theft, or disappearance of the Furnished Materials. Contractor will be liable for all loss or damage, other than ordinary wear and tear to Furnished Materials in Contractor’s possession or control.
6. **Termination of Agreement.**
	1. *Term*. The term of this Agreement will begin on the Effective Date and, unless earlier terminated in accordance with this Termination of Agreement Section, will continue for Click and Enter Contract Length or Click Down Arrow and Choose Contract Length. The parties may mutually agree in writing to extend the term of this Agreement.
	2. *Termination for Convenience*. Puget Sound may terminate this Agreement or any SOW, in whole or in part, for its convenience with not less than Click and Enter # Days’ Notice or Click Down Arrow and Choose from List days’ prior written notice to Contractor.
	3. *Termination for Cause*. Either party may terminate this Agreement or any SOW on the other party’s breach of this Agreement or a SOW. The non-breaching party must give 30 days’ written notice and the opportunity to cure its breach. However, Puget Sound may immediately with written notice to Contractor terminate this Agreement if Contractor breaches any of its obligations under the Confidentiality and Non-Disclosure Section of this Agreement.
	4. *Effect of Termination*. Upon the expiration or termination of this Agreement, Contractor will, at Puget Sound’s option, return or destroy all Furnished Materials and Puget Sound Confidential Information (as defined in the Confidentiality and Non-Disclosure Section) in Contractor’s possession or under Contractor’s control. Any outstanding, undisputed service fees, invoices or other payments owed to Contractor by Puget Sound at the time of expiration or termination of this Agreement or the applicable SOW will be paid to Contractor in accordance with the Service Fees and Payment Terms Section.
	5. *Survival*. The provisions of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement, or have application to events that may occur after the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement. All indemnity and confidentiality obligations will be deemed to survive the termination or expiration of this Agreement.
7. **Confidentiality and Non-Disclosure.**  Contractor agrees to hold all Puget Sound Confidential Information in strictest confidence and will restrict access to such information to its employees who need specific Puget Sound Confidential Information to carry out Contractor’s obligations under this Agreement. Contractor will use Puget Sound Confidential Information solely as necessary to perform the Services and for no other purpose. Contractor will protect Puget Sound Confidential Information from unauthorized access and dissemination with the same degree of care used to protect Contractor’s own like information (but at least reasonable care). “**Puget Sound Confidential Information**” means all information provided or made available by Puget Sound under the Agreement. Without limiting the generality of the foregoing, Puget Sound Confidential Information includes information received from others that Puget Sound is obligated to treat as confidential; the existence and terms of this Agreement; the Furnished Materials; information relating to Puget Sound’s finances and business affairs; and names, addresses, telephone numbers, e-mail addresses, social security numbers, demographic information and any other personally identifiable information. Puget Sound Confidential Information does not include any information that Contractor developed independently or is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation owed to Puget Sound. Contractor will return or destroy all tangible materials embodying Puget Sound Confidential Information promptly following Puget Sound’s written request.
8. **Puget Sound Policies.** Contractor will comply with, as applicable: (i) the most current version of Puget Sound’s campus-wide policies available at <http://www.pugetsound.edu/about/offices-services/human-resources/policies/campus-policies/> (or a successor site designated by Puget Sound); and (ii) all physical and information security policies made available to Contractor by Puget Sound.
9. **Subcontracting.** Contractor will not subcontract or delegate any of its obligations under this Agreement to any subcontractors, affiliates, or delegates (“**Subcontractors**”) without Puget Sound’s prior written consent. The terms and conditions of this Agreement will be binding upon Contractor’s Subcontractors. Contractor (a) will remain responsible for the full performance of its obligations under this Agreement, (b) will ensure that its Subcontractors comply with this Agreement, and (c) will be responsible for all acts, omissions, negligence and misconduct of its Subcontractors.
10. **Indemnification**.
	1. *Indemnification by Contractor.* Contractor will indemnify, defend and hold harmless Puget Sound and its trustees, officers, employees, agents, successors and assigns (“**Indemnified Parties**”) from and against any and all losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorneys’ fees) (“**Losses**”)arising from or relating to any claim, demand, action or proceeding (each a “**Claim**”) brought by any third party (including any governmental body) based upon: (a) any infringement or misappropriation of any patent, trademark, copyright, trade secret or other intellectual property or proprietary right by any Services, Deliverable or other materials provided by or on behalf of Contractor or their use or exploitation; (b) any breach of Contractor’s representations, warranties, obligations or covenants set forth in this Agreement; (c) any negligent act or omission, intentional misconduct or strict liability of Contractor or those persons furnished by Contractor, including its Subcontractors; (d) injuries (including death) to persons or damage to property, including theft, resulting in whole or in part from the acts or omissions of Contractor or those persons furnished by Contractor, including its Subcontractors; (e) any failure of Contractor or any Services or Deliverables to comply with applicable laws, rules and regulations; or (f) any action instituted by Contractor personnel against Puget Sound for wages, fringe benefits, other compensation, or similar claims under applicable law, and any claims challenging Contractor’s right to dismiss its personnel.
	2. *Additional Remedies Relating to Intellectual Property Infringement.* If a Claim arises in respect of which indemnification can be sought by Puget Sound or another Indemnified Party under this Indemnification Section or Puget Sound reasonably believes that any Services or Deliverable infringes, wrongfully uses or misappropriates any third-party proprietary or intellectual property right, Contractor will, at Puget Sound’s option and Contractor’s expense: (a) procure for Puget Sound the right to continue to use and exploit the Services or Deliverable; (b) replace the Services or Deliverable with equivalent, non-infringing Services or Deliverable; (c) modify the Services or Deliverable so they become non-infringing; or (d) accept the return of the applicable Deliverables and the termination of the applicable Services and refund the full amount of the related fees and other amounts paid by Puget Sound in respect of the Services or Deliverable.
	3. *Indemnification by Puget Sound.* Puget Sound will indemnify, defend and hold harmless Contractor and its officers, employees, agents, successors and assigns from and against any and all Lossesarising from or relating to any Claim brought by any third party (including any governmental body) based upon: (a) any breach of Puget Sound’s representations, warranties, obligations or covenants set forth in this Agreement; (b) any negligent act or omission, intentional misconduct or strict liability of Puget Sound; (c) injuries (including death) to persons or damage to property, including theft, resulting in whole or in part from the acts or omissions of Puget Sound; or (d) any failure of Puget Sound to comply with applicable laws, rules and regulations.
	4. *Indemnification Procedures.* The indemnified party will (a) provide the indemnifying party with reasonably prompt notice of Claims; (b) permit the indemnifying party through mutually acceptable counsel to answer and defend Claims; and (c) provide the indemnifying party with reasonable information and assistance to help the indemnifying party defend Claims at the indemnifying party’s expense. Any indemnified party will have the right to employ separate counsel and participate in the defense of any Claim at its own expense. Neither party will stipulate, admit, or acknowledge any fault or liability on the part of the other without prior written consent. Except to the extent prohibited by law and solely with respect to bodily injury or death Claims, Contractor expressly waives immunity under industrial insurance laws such as Title 51 of the Revised Code of the State of Washington, U.S.
11. **Limitation of Liability.** EXCEPT FOR A PARTY’S DUTY TO INDEMNIFY THE OTHER FOR THIRD PARTY CLAIMS UNDER THIS AGREEMENT, A BREACH OF THE CONFIDENTIALITY AND NON-DISCLOSURE SECTION AND CLAIMS RESULTING FROM FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY, IN NO EVENT WILL CONTRACTOR OR PUGET SOUND BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, OR USE, INCURRED BY SUCH PARTY IN ANY WAY RELATED TO THE AGREEMENT OR ANY SOW, THE PERFORMANCE OF ANY SERVICES, OR USE OF THE SERVICES OR DELIVERABLES, WHETHER IN AN ACTION IN CONTRACT, BREACH OF WARRANTY OR TORT, EVEN IF THE OTHER PARTY  HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.
12. **Insurance.**
	1. *General.* Contractor will maintain sufficient insurance coverage to meet obligations created by this Agreement and by law. Contractor’s insurance must include the following coverage to the extent the Agreement creates risks generally covered by these insurance policies:
		1. Commercial General Liability (occurrence form) including contractual and product liability with limits of at least $1,000,000 USD per occurrence;
		2. Automobile liability with limits of at least $1,000,000 USD per occurrence;
		3. Worker’s compensation that satisfies all State of Washington statutory limits; and
		4. Employer’s liability with limits of at least $1,000,000 USD per occurrence.

Contractor will name “The University of Puget Sound” and its trustees, officers and employees as additional insureds in the Commercial General Liability policy.

* 1. *Professional Liability / Errors & Omissions Liability.* Contractor will purchase and maintain professional liability/errors and omissions insurance if the Services it performs create exposures generally covered by such policy. The policy will:
		1. Have limits of at least $1,000,000 USD per occurrence and $2,000,000 USD in the aggregate;
		2. Cover infringement of third party proprietary rights (including, for example, copyright and trademark) if such coverage is reasonably commercially available; and
		3. Have a retroactive coverage date no later than the effective date of the applicable SOW.

Contactor will maintain either active policy coverage or an extended reporting period providing coverage for claims first made and reported to the insurance company within 36 months after termination or expiration of this Agreement or fulfillment of a SOW. If Contractor retains any Subcontractor, Contractor will either require such Subcontractor to assume the same insurance obligations as are required of Contractor or extend its insurance to cover that Subcontractor.

* 1. *Proof of Coverage.* Within five days after the Effective Date, Contractor will provide Puget Sound with proof of the insurance coverage required by this Section.
	2. *No Coverage Provided by Puget Sound.* Puget Sound does not provide any insurance, including worker’s compensation, general liability, sexual misconduct liability, sexual harassment liability or auto insurance, for the Contractor or its Subcontractors. Contractor acknowledges that Contractor or its Subcontractors are not insured through Puget Sound for such risks. Contractor will be responsible for any injury or illness medical expenses Contractor may incur in relation to providing Services to Puget Sound.
1. **General Terms and Conditions.**
	1. *Background Checks*. If Contractor is an individual person, Contractor agrees Puget Sound may conduct background checks and controlled substance testing for Contractor that are comparable to background checks and controlled substance testing Puget Sound conducts for Puget Sound’s employees. If a Contractor’s background check is not successful or Contractor fails a controlled substance test, Contractor agrees Puget Sound may terminate this Agreement immediately with no further obligation to Contractor. If Contractor is a type of entity other than an individual person, at Contractor’s sole cost, anyone representing Contractor who performs Services for or on behalf of Puget Sound, including Contractor’s agents, employees, principals, representatives, or subcontractors, shall have successfully completed a background check that is comparable to background checks Puget Sound conducts for its own employees, including passing a controlled substance test, if applicable.
	2. *Assignment*. Contractor may not assign this Agreement or any of its rights, or delegate any of its duties under this Agreement without the prior written consent of Puget Sound. Subject to this Section, this Agreement will inure to the benefit of and be binding upon the heirs, successors, and permitted assigns of the respective parties. Any assignment or purported assignment of this Agreement in violation of this Section will be deemed void and of no force or effect.
	3. *Taxes*. Puget Sound will pay Contractor any sales, use or value added taxes it owes due to this Agreement and which the law requires Contractor to collect from Puget Sound. If Puget Sound provides Contractor with a valid exemption certificate, Contractor will not collect taxes covered by such certificate. Contractor will be responsible for and pay all costs of conducting its business, including the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. Contractor will be responsible for payment of its self-employment taxes, including income taxes, Social Security taxes, and workers’ compensation premiums.
	4. *Construction*. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions of this Agreement, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. Whenever the singular number is used in this Agreement and when required by the context, the same will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders and vice versa. The words “include,” “includes” and “including” will be deemed to be followed by “without limitation.”
	5. *Governing Law; Jurisdiction; Attorneys’ Fees*. This Agreement and each SOW will be governed by, and construed in accordance with, the laws of the State of Washington as applied to contracts performed therein but without reference to its choice of law rules. Any suit brought by either party against the other party for claims arising out of this Agreement or any SOW will be brought, as applicable, in the state courts in Pierce County, Washington, or the United States District Court for the Western District of Washington. Each party agrees not to commence or prosecute any such action, claim, or proceeding other than in the aforementioned courts. In any dispute concerning or arising under this Agreement, a SOW and/or any transaction relating hereto, the substantially prevailing party will be entitled to reimbursement of its reasonable attorneys’ fees and costs.
	6. *Independent Contractor.* Contractor enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor, performing such services for more than one client. This Agreement will not create the relationship of employer and employee, a partnership, or a joint venture. Under this Agreement, Contractor is not entitled to the rights or benefits afforded to Puget Sound’s employees, including disability, unemployment, worker’s compensation, and other insurance, training (except for Preventing Workplace Harassment training, if applicable), permits, and licenses for Contractor and for Contractor’s employees and Subcontractors, if any. Puget Sound will not control or direct the details and means by which Contractor performs its work, nor will Puget Sound provide Contractor with an office. Contractor will exercise discretion and judgment as to the manner and means of providing services under this Agreement, free of any direction or control by Puget Sound, except to the extent necessary to coordinate Contractor’s services with the general requirements of projects assigned to Contractor. Contractor will have no authority to: (a) enter into any agreement on Puget Sound’s behalf or in Puget Sound’s name; or (b) make any representation, warranty, promise or commitment on behalf of Puget Sound to any third party. Upon request, Contractor will provide Puget Sound with satisfactory proof of independent contractor status.
	7. *Nonexclusive Agreement.* It is expressly understood and agreed that this Agreement does not grant to Contractor any exclusive privileges or rights, and Puget Sound may contract with other service providers for the procurement of comparable services. Puget Sound makes no guarantee or commitment for any minimum or maximum amount of the Services to be purchased hereunder.
	8. *No Publicity/Advertising*. Contractor will not issue any publicity or general marketing communications concerning this Agreement, Contractor’s relationship with Puget Sound, or any other matter concerning Puget Sound without the prior written consent of Puget Sound. No identification of Puget Sound or use of Puget Sound’s names, tradenames, marks, trademarks, service marks, brands or logos (collectively, the “**Marks**”) will be used in any of Contractor’s advertising, marketing or promotional activities without Puget Sound’s prior written approval, which approval may be withheld in Puget Sound’s sole discretion.
	9. *Records and Audits*. Contractor will maintain complete and accurate records relating to the Services and the Service fees under this Agreement, in accordance with generally accepted accounting principles, practices and as required by federal, state or local government authorities and laws. Upon not less than 48 hours prior notice to Contractor, Contractor will provide Puget Sound or an authorized representative, with copies of all documents relevant to Puget Sound’s account in a time frame specified by Puget Sound.
	10. *Counterparts*. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties agree that any facsimile copy of a signed counterpart of this Agreement will be treated the same as a signed original of this Agreement.
	11. *Entire Agreement*. This Agreement together with any SOWs and any exhibits attached hereto contains the entire understanding of the parties with respect to the transactions and matters contemplated herein, supersedes all prior and contemporaneous agreements or negotiations between Contractor and Puget Sound concerning the subject matter of this Agreement, and cannot be amended except by a writing dated subsequent to this Agreement and signed by both parties. To the extent the terms and conditions of this Agreement conflict with the terms and conditions of a SOW or exhibit, the terms and conditions of this Agreement will control. No course of dealing or usage of trade may be invoked to modify the terms and conditions of this Agreement.
	12. *Notices.* All notices will be deemed given as of the day they are received either by messenger, delivery service, or U.S. mail, postage prepaid, certified or registered, return receipt requested. Notices must be sent to:

|  |  |
| --- | --- |
| To Puget Sound: The University of Puget Sound1500 North Warner Street #Click and Enter CMB #Tacoma, Washington 98416ATTN: Click and Enter Attn to Name | To Contractor:Contractor NameClick and Enter Mailing AddressClick and Enter City, State and ZipATTN: Click and Enter Attn to Name or Remove if N/A |

The parties have executed this Agreement and intend it to be effective as of the Effective Date.

|  |  |  |
| --- | --- | --- |
| **THE UNIVERSITY OF PUGET SOUND** |  | Contractor Full Legal Name |
| BY: |  | BY: |
| (Authorized Signature) |  | (Authorized Signature) |
| NAME: Click and Enter Name of Signatory |  | NAME: Click and Enter Name of Signatory  |
| (Print or Type Name of Signatory) |  | (Print or Type Name of Signatory) |
| TITLE: Click and Enter Title of Signatory |  | TITLE: Click and Enter Title of Signatory |
| (Title) |  | (Title) |
|  |  |  **Contractor UBI/Business License #:** Click and Enter UBI/Bus License # |
| And BY: |  |
| (Authorized Signature) |  |
| NAME: Click and Enter Name of Signatory |  |
| (Print or Type Name of Signatory) |  |
| TITLE: Click and Enter Title of Signatory |  |
| (Title) |  |

**EXHIBIT A**

**Sample STATEMENT OF WORK referenced in The Services Section of the Agreement - Do Not Delete**

**Do Not Complete this Example - Use Separate SOW Template**

This Statement of Work (“**SOW**”) is between **The** **University of Puget Sound** (“**Puget Sound**”) and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (“**Contractor**”). This SOW is being entered into under, and is governed by, that certain Professional Services Agreement between the parties dated as of [insert date, 20\_\_] (referred to in this SOW as the “**Agreement**”). This SOW is effective as of [insert date, 20\_\_] (the “**SOW Effective Date**”).

Capitalized terms used but not defined in this SOW have the meanings given in the Agreement.

The parties agree as follows:

1. All $ amounts are stated in US Dollars.
2. **Detailed Description of Services and any Deliverables**.
3. **Delivery Schedule**.
4. **Service Fees, Payment Amounts, and Invoicing Schedule**.
5. **Term of SOW**. The term of this SOW will begin on the SOW Effective Date and, unless earlier terminated in accordance with the Termination of Agreement Section of the Agreement, will continue through [insert date, 20\_\_].
6. **Expenses.** *[Preferred:]* The Service Fees and other amounts identified in this SOW are inclusive of travel and travel-related expenses (“Expenses”) and Puget Sound will not reimburse Contractor separately for such Expenses. *[Option 2:]* Puget Sound will reimburse Contractor for reasonable and actual travel and travel-related expenses (“Expenses”) incurred by Contractor in connection with the performance of the Services up to [insert $ amount]. If additional Expenses are necessary to the performance of the Services, Contractor will seek pre-approval by Puget Sound in writing prior to the date they are incurred. If requested by Puget Sound, Contractor will provide receipts or other documentation to substantiate Contractor’s Expenses.
7. **Puget Sound Designated Representative.** Puget Sound designates the following individual as its manager who shall have overall responsibility for directing and managing the Services performed and all Puget Sound interaction with Contractor under this SOW (“Manager”). Puget Sound will give Contractor notice of any change in such Manager.

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

E-Mail: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Contact Telephone**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Contractor Contact Information:**

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

E-Mail: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Contact Telephone: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Addresses for Delivery of Invoices and Payments.** If different from the addresses for Notices in the Notices Section of the Agreement, invoices and payments must be sent to:

|  |  |
| --- | --- |
| Delivery of Invoices to Puget Sound: The University of Puget Sound1500 Warner Street #[insert CMB]Tacoma, Washington 98416ATTN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Delivery of Payments To Contractor:**[**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

The parties have executed this SOW by their authorized representatives and intend it to be effective as of the SOW Effective Date.

This SOW is hereby incorporated into the Agreement and is subject to all of its terms and conditions.

|  |  |  |
| --- | --- | --- |
| **THE UNIVERSITY OF PUGET SOUND** |  | **[INSERT FULL CONTRACTOR NAME]** |
| **Example – Do Not Sign** |  |  |
| BY: |  | BY: |
| (Authorized Signature) |  | (Authorized Signature) |
| NAME: |  | NAME: |
| (Print or Type Name of Signatory) |  | (Print or Type Name of Signatory) |
| TITLE: |  | TITLE: |
| (Title) |  | (Title) |

|  |  |
| --- | --- |
|  |  |
| And BY: |  |
| (Authorized Signature) |  |
| NAME: |  |
| (Print or Type Name of Signatory) |  |
| TITLE: |  |
| (Title) |  |