

UNIVERSITY OF NEBRASKA – LINCOLN

UNIVERSITY PROVIDED SERVICES AGREEMENT

This Agreement sets forth the terms between _____ (“the Undersigned”), having an address at _____ and the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska-Lincoln (the University) and its _____, having an address at 3835 Holdrege Street, Lincoln, NE 68583 with regard to the performance by the University of the services contemplated herein.

RECITALS

WHEREAS, the Undersigned desires to obtain the services of the University; and

WHEREAS, the University claims to have expertise and experience to provide such services for the Undersigned;

THEREFORE, the University and the Undersigned hereby agree to the following terms, obligations and conditions:

- 1. Description of Services.** The University agrees to use its best efforts to render the services and provide the deliverables identified in Section 1 of Exhibit A to this Agreement (the “Services”), attached hereto and incorporated by reference herein, to the Undersigned.
- 2. Payment.** In full consideration for the Services performed by the University under this Agreement, the Undersigned shall pay or cause to be paid to the University the sum identified in Section 2 of Exhibit A to this Agreement, attached hereto and incorporated by reference herein, and upon submission of an invoice to Undersigned by the University. The University shall invoice the Undersigned for the sums set forth in Exhibit A on a net 30 basis.
- 3. Term.** The Services to be performed by the University under this Agreement shall start no later than _____ and shall be completed no later than _____; provided, however, the term may be extended upon mutual agreement of the parties.
- 4. Confidentiality.** The University agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain the Confidential Information in strict confidence for a period of 3 years from the date of termination of this Agreement. Confidential Information shall be identified as confidential immediately upon the University’s receipt of such information. The obligations of this paragraph do not apply to information in the public domain or information that is independently known, obtained or discovered by the University, or that is hereafter supplied to the University by a third party without restriction, or that is required to be disclosed by process of law.
- 5. Ownership of Work Product and Intellectual Property Rights.** The University shall have no interest in the deliverables provided under this Agreement, and the Undersigned shall be the sole owner of all such deliverables, including all works authored, produced, developed or reduced to practice by the University during its’ performance of the Services (the “Work Product”).

6. Termination. In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, either party may terminate this Agreement for its convenience upon sixty (60) days prior written notice to the other party. Upon any termination, the Undersigned shall promptly pay the University for all services rendered and costs incurred up to and including the effective date of termination.

7. Representations and Warranties. The University represents and warrants that in performing the Services it will not be in breach of any agreement with a third party. The Undersigned also represents and warrants that no third party has any rights in, to, or arising out of, the Work Product rendered pursuant to the performance of the Services. Undersigned agrees to hold University harmless from any loss, damage or expense, including court costs and reasonable attorneys' fees, that University may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the provision of the Services or any use of the Work Product.

8. Mutual Indemnification. To the extent allowed by law, each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

9. Notice. Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

To the Undersigned:
<Name>
<Company>
<Address>
<City, State, Zip>

To the University:
<Name>
<Department>
<Address>
<City, State, Zip>

10. Assignment. This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.

11. Amendment. This Agreement constitutes the entire understanding between the Undersigned and the University with respect to the subject matter hereof and may not be amended except by an agreement in writing signed by the Undersigned and the University.

12. Governing Law and Forum. This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.

13. Debarment List. No contract shall be executed with the Undersigned if they are listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension,” (the “Debarment List”). For contracts which in the aggregate exceed \$25,000, the Undersigned specifically warrants and represents that it is not included on the Debarment List. The Undersigned further agrees that should it be included on the Debarment List at the time the contract is proposed, or at any time during which the University performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Undersigned.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of this _____ day of _____, 20____.

Full Legal Name of the Undersigned

Signature: _____ **Date:** _____

Printed Name: _____

Title & Company: _____

University of Nebraska-Lincoln Department Head

Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

The Board of Regents of the University of Nebraska (the University)

Signature: _____ **Date:** _____

Printed Name: Christine A. Jackson

Title: Vice Chancellor for Business and Finance

Section 1 – Description of Services:

Section 2 – Payment: