

AGREEMENT FOR SERVICES

This Agreement for Services is made by and between Illinois Wesleyan University (“Institution”), and [REDACTED] (“Contractor”).

WHEREAS, the Institution anticipates that the Services of a Contractor will be necessary and desirable; and

WHEREAS, Contractor desires to enter into an agreement with Institution to provide Services as described under this Agreement;

NOW THEREFORE, it is agreed as follows:

ARTICLE 1 DEFINITIONS

1.1 “Agreement” shall mean this Agreement for Services and all exhibits, attachments, schedules and amendments hereto, including Appendix A and Appendix B.

1.2 “Institution” shall mean Illinois Wesleyan University.

1.3 [REDACTED] shall mean Contractor.

1.4 “Services” shall mean the Services provided by Contractor to Institution, as set forth in Appendix A and the Contractor’s submitted proposal.

ARTICLE 2 SERVICES

Subject to the terms and conditions herein and subject to the request of Institution, Contractor:

2.1 Shall provide Services to the Institution, as described in Appendix A.

2.2 Contractor will determine the method, details, and means of performing the Services. Institution shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor’s Services, except as specifically provided in this Agreement.

2.3 Contractor will perform its Services for Institution in a workmanlike manner and in accordance with applicable industry standards. Contractor will cooperate with Institution to assure that the Services provided by Contractor are prudent, appropriate and professional.

2.4 Institution may provide Contractor with building key(s) and/or master key(s) in order for Contractor to provide the Services. In the event that Institution provides keys to Contractor; Contractor agrees to follow all policies and procedures with respect to the use of the keys which shall include the use of a written log that tracks whom is in possession of the keys. In the event Contractor loses, misplaces, fails to return, or is otherwise unable to account

for the location of a key for a period of time greater than twelve (12) hours, then in that event, Contractor shall immediately notify IWU's Director of Physical Plant; and Contractor shall be responsible for all costs incurred by Institution to rekey the building(s) for which the key provided access. Upon written demand from Institution, Contractor shall, within seven (7) days, reimburse Institution for the costs incurred by Institution to rekey the buildings for which the key provided access. If Contractor does not reimburse Institution for such costs as required under this Section, then Institution may deduct such reimbursement costs for the compensation due to Contractor under this Agreement.

ARTICLE 3 TERM AND TERMINATION

3.1 Term. This Agreement will be effective as of the date signed by both parties and shall continue until terminated in accordance with this Article.

3.2 Termination By Mutual Agreement. This Agreement may be terminated at any time by mutual agreement of both parties.

3.3 Termination On Notice. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice to the other party.

3.4 Immediate Termination on Default or Other Specified Conditions.

3.4.1 Either party may terminate if there is any material default in the performance of the terms and conditions of this Agreement which default has not been cured within fifteen (15) days following written notice of such default.

3.4.2 Institution may terminate this Agreement upon written notice if Contractor loses its liability insurance coverage or loses required licenses or certification for Services rendered under this Agreement.

3.4.3 Contractor may terminate this Agreement if Institution fails to pay all or part of the compensation set forth in Appendix A when due, provided that Institution fails to remedy such failure upon written cure notice by Contractor within thirty (30) days from the date payment is due.

3.4.4 Upon death or disability of Contractor. "Disability" means any mental or physical incapacity of Contractor which prevents Contractor from performing the duties specified in this Agreement, or ninety (90) days, whether or not consecutive during the term of this Agreement.

3.4.5 Theft, fraud, embezzlement, dishonesty or other similar behavior by Contractor.

3.5 Effect of Termination. Termination will have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of

such termination. Nothing in this Agreement will be construed to limit either party's lawful remedies in the event of a material breach of this Agreement.

ARTICLE 4 COMPENSATION

4.1 Services. Institution will reimburse Contractor according to the terms and conditions of Appendix A.

4.2 Compensation. The payments by Institution and/or any third party payer will be the sole compensation for Services rendered under this Agreement.

4.3 Billing for Services Rendered. By the fifteenth (15th) day of each month, Contractor shall submit monthly [OR] invoices to Institution for all services performed in the preceding month. Such invoices shall provide a detailed description of all services rendered and the rate at which the services were performed. Any other charges submitted on the invoice shall also be itemized in full.

4.4 Expenses. Contractor shall be responsible for all costs and expenses incident to the performance of Services for Institution, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. Institution shall not be responsible for any expenses incurred by Contractor in performing Services for Institution.

ARTICLE 5 CERTIFICATION

5.1 Certification. Contractor shall maintain any and all certifications that are required under state and/or federal law and appropriate organizational licenses. Contractor shall also warrant that any employees or agents who provide Services under this Agreement hold current licenses or certifications required for the provision of such Services.

5.2 Notification. Contractor agrees to notify Institution if Contractor loses any certification, or organizational or individual professional licensure for any of these Services, which may constitute a default subject to Section 3.4.2 (Termination).

ARTICLE 6 ASSIGNMENT

This Agreement may not be assigned or delegated by Contractor without the prior written approval of Institution.

**ARTICLE 7
COOPERATION**

7.1 Cooperation Between the Parties. Institution and Contractor agree that to the extent compatible with the separate and independent management of each, they will at all times maintain an effective liaison and close cooperation with each other.

7.2 Institution agrees to comply with all reasonable requests of Contractor and provide access to all documents and/or facilities reasonably necessary to the performance of Contractor's duties under this agreement.

**ARTICLE 8
DISPUTES**

8.1 In the event that any dispute shall arise with regard to the performance or interpretation of any of the terms of this Agreement, or if either party claims that the other party has breached this Agreement, both parties agree to attempt to resolve disputes by meeting or teleconference within sixty (60) days of the date such dispute was brought to the attention of one party by the other party.

8.2 In the event that the parties are unable to reach a resolution of the dispute, either party may give the other party written notice of its intent to terminate this Agreement in accordance with Section 3.2 or 3.4, as applicable.

**ARTICLE 9
INSURANCE AND INDEMNIFICATION**

9.1 Insurance. Contractor shall secure and maintain at its expense throughout the term of this Agreement such policy or policies of general liability, workers' compensation, professional as shall be necessary to insure Contractor, its employees, agents and/or contracted providers against any claims for damages occasioned directly or indirectly in connection with the performance of any Services by Contractor, its employees, agents and/or contracted providers, if any. In addition, for each such general liability policy, Institution shall be named as an additional insured. Coverage limits shall be at least in the amount of:

- | | |
|---------------------------------------------|------------------------------------------------------------------------|
| - Commercial General Liability (CGL): | \$ 2 Million each Occurrence |
| - Auto Liability: | \$ 1 Million Occurrence/Combined
Single Limit |
| - Employee Dishonesty / Crime: | \$ 1 Million per Claim |
| - Workers' Compensation Statutory Benefits: | \$ 1 Million Employers Liability,
\$ 1 Million Occupational Disease |

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Upon entering into this Agreement, Contractor will provide Institution with a Certificate of Insurance to confirm compliance with this Section. Prior to the modification, expiration and/or cancellation of insurance coverage,

Contractor will secure replacement coverage and provide Institution with a Certificate of Insurance.

9.2 Assumption of Risk. Contractor shall be responsible for performing the work under this contract in a safe, skillful, and workmanlike manner and shall be liable for its own negligence and the negligent acts of his employees. Contractor shall take all precautions necessary for the safety of and prevention of damage to property on or adjacent to the work site, and for the safety of and prevention of injury to persons, including Institution's employees and third persons, on or adjacent to the work site. All work shall be done at Contractor's risk, without regard to fault or allocation of negligence.

9.3 Indemnification By Contractor. Contractor shall, to the fullest extent permitted by law, defend, hold harmless and indemnify the University and its trustees, officers, employees, agents, students and representatives against any and all claims, demands, causes of action or damages, including attorneys' fees, arising out of or relating to any of the obligations undertaken by Contractor in connection with this Agreement, including but not limited to (i) any breach of this Agreement (ii) any misrepresentation made by Contractor; (iii) any willful or negligent act, or failure to act by Contractor, its directors, officers, employees, agents, or representatives; and (iv) any actual or alleged injury or death to a person and/or loss of or damage to property caused directly or indirectly, wholly or in part by Contractor, its directors, officers, employees, agents or representatives.

9.4 Government Intervention. In the event that a law, act or order of government restricts or prohibits the provision of Services, Institution shall be entitled to a credit of any fees paid to Contractor (as set forth in Appendix A) within 30 days of Contractor's failure to provide such Services, or such other period of time as may be specifically provided by law.

9.5 Contractor shall maintain workers' compensation insurance in accordance with Illinois State requirements. Neither Institution nor Institution's workers' compensation insurance shall cover Contractor or Contractor's employees or agents for any injuries or harm incurred by Contractor or Contractor's employees or agents while performing services under this Agreement.

ARTICLE 10 LEGAL COMPLIANCE

10.1 Compliance with Laws and Regulations. Institution and Contractor covenant with each other that in carrying out their respective duties and obligations under this Agreement, they will comply with all Federal, State and Local applicable laws, rules, regulations, ordinances, and statutes. Contractor further covenants that it has reviewed Appendix B (Institution Memorandum to Contractors on the Illinois Abused and Neglected Child Reporting Act) and will abide by the requirements set forth therein.

10.2 Non-Discrimination/Civil Rights. Each party shall abide by all applicable federal, state and local civil rights laws and the regulations thereto, as well as executive orders, as may be promulgated or amended from time to time, including but not limited to Executive Order 11246,

42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Americans with Disabilities Act (“ADA”), the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Neither party will discriminate against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service.

ARTICLE 11 RECORDS

11.1 Maintenance of Records. Contractor will maintain any books, documents or other records pertaining to this Agreement in a form consistent and in compliance with confidentiality provisions of applicable federal and state laws and regulations. Contractor agrees to preserve the full confidentiality of records and protect from unauthorized disclosure all information, records, and data collected under this Agreement.

ARTICLE 12 CONFIDENTIALITY OF PROPRIETARY INFORMATION

12.1 Maintenance of Confidentiality. Contractor recognizes that in the course of performing Services under this Agreement, it may be exposed or become aware of information and materials related to Institution’s operations, which are confidential to Institution and proprietary in nature. Such confidential information includes, but is not limited to: personnel records, student records, medical records, and/or certain proprietary and management information products, academic and/or scientific research, processes, know-how, designs, improvements, techniques, computer programs, data bases, trade secrets, business plans, and financial information. Contractor agrees to receive, protect and preserve and hold in trust, and not to disclose such information to third parties without Institution’s prior written authorization.

12.2 Employees and Agents. Contractor agrees that any employees or agents assigned to perform Services under this Agreement or who otherwise have access to such information will be made aware of the confidential nature of such information. Contractor agrees to ensure that its employees and agents comply with any applicable federal and state rules and regulations. To the extent the Services under this Agreement allow Contractor access to the Institution’s education records and/or protected health information, Contractor agrees to comply with the applicable provisions of the (i) Family Educational Rights and Privacy Act of 1974, as amended, and the regulations thereto, and (ii) the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act of 2009, each as amended, and the regulations thereto, and take all measures necessary to ensure the confidentiality of such information to which Contractor had access pursuant to the terms of this Agreement..

12.3 Upon termination of this Agreement, Contractor shall return all such information in Contractor’s possession to Institution.

ARTICLE 13 INDEPENDENT CONTRACTOR

13.1 Independent Contractor Status. It is the express intention of the parties that the relationship between Contractor and Institution under this Agreement will be construed and deemed to be that of an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee or principal-agent relationship between the parties, nor will the parties hold themselves out as being a partnership, joint venture, employer-employee or principal /agent relationship. As between Institution and Contractor, except as specified herein, each has full, complete, absolute and sole authority and responsibility regarding its own operations; and none shall have any direction or control over the manner or means by which any other performs its obligations except as specified herein.

13.2 As an independent contractor, Contractor is not entitled to participate in any benefits provided to its employees by Institution, including but not limited to pension plans, bonus, stock, or similar benefits.

13.3 Contractor is not Institution's employee, and Contractor is solely responsible for paying all state and federal taxes and contributions as required by law. In particular:

- Institution will not withhold FICA (Social Security) from Contractor's payments;
- Institution will not make state or federal unemployment insurance contributions on Contractor's behalf, and such payments are solely Contractor's responsibility;
- Institution will not withhold state or federal income tax from payments to Contractor, and such tax payments are solely Contractor's responsibility;
- Institution will not make disability insurance contributions on behalf of Contractor or its employees, and such contributions are solely Contractor's responsibility;
- Institution will not obtain workers' compensation insurance on behalf of Contractor or its employees, and maintenance of such insurance is solely Contractor's responsibility.

13.4 Employees and Agents. Contractor shall have the right to employ such employees and agents as deemed necessary and appropriate to carry out the Services under this Agreement, subject to the following:

13.4.1 Requirement of Drug-Free Workplace. Contractor hereby agrees that it and its employees or agents who perform Services under this Agreement for or on behalf of Institution shall comply with Institution's Drug-Free Workplace Policy.

13.4.2 OSHA Requirements. Contractor agrees to comply and to require its employees or agents to comply with all applicable OSHA requirements. Contractor is responsible for any fines, liability or other penalties arising from violation of 13.4.4 by Contractor or its employees or agents

**ARTICLE 14
ADVERTISING**

14.1 Institution and Contractor agree to provide and obtain, in advance, the other party's written approval of all advertising and promotional materials, both written and broadcast, which refer to the other party. No reference of the other party shall be made in any materials unless prior written approval is obtained.

**ARTICLE 15
NON-EXCLUSIVITY**

15.1 The parties enter into this Agreement on a nonexclusive basis.

15.2 Contractor and Institution shall retain the right to contract with others for similar Services during the term of this Agreement.

**ARTICLE 16
NOTICES**

16.1 Any notice, demand or communication required, permitted or desired to be given under this Agreement will be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

If for Institution: Physical Plant, 303 E. Emerson St, PO Box 2900, Bloomington IL 61702

If for Contractor: _____

**ARTICLE 17
MISCELLANEOUS**

17.1 Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. 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.

17.2 Modifications. This Agreement constitutes the entire understanding between the parties hereto, and no changes, amendments, or alterations shall be effective unless agreed to in writing by both parties.

17.3 Invalidity or Non-enforceability. The invalidity or non-enforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

17.4 Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of Illinois. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in McLean County, Illinois.

The parties hereby acknowledge and agree the each has read, understood and agrees to each of the terms of this Agreement as set forth above and in each Exhibit attached hereto.

Date: _____ (Signature of Agent for [CONTRACTOR])

_____ (Printed Name of Agent for [CONTRACTOR])

Date: _____ (Signature of Institution Official)

_____ (Printed Name of Institution Official)

Appendix A

Institution hereby contracts for the following Services to be performed by Contractor to :
[SELECT AND/OR DESCRIBE]

Trade Services, including: (SPECIFY painting, electrical work, plumbing, mechanical, etc.)

Temporary employees for: (SPECIFY: clerical, facilities management, etc.)

Other:

In exchange for provision of the above-Services, Institution shall pay Contractor as follows: **Attach Bid Proposal to this Appendix A. The attached Bid Proposal becomes part of this Appendix.**

This Appendix is hereby incorporated into the Agreement for Services between Illinois Wesleyan University AND [CONTRACTOR]