

## **MASTER PROFESSIONAL SERVICES AGREEMENT**

This Master Professional Services Agreement (this “Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”), by and between the UNIVERSITY OF LA VERNE (“the University”) and \_\_\_\_\_, with its principal offices located at \_\_\_\_\_ (the “Service Provider”).

**WHEREAS**, the University wishes to obtain the professional services of the Service Provider; and,

**WHEREAS**, the Service Provider has the knowledge, skill and capability to perform such services for the University.

**THEREFORE**, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. **Services**. The Service Provider is hereby retained by the University, and Service Provider agrees to provide the services set forth on Exhibit A attached hereto and incorporated herein by this reference (the “Services”). Services shall be performed in accordance with the timeline set forth in Exhibit A, as well as any supplemental instructions agreed to in writing by the parties. In the event no time for performance is specified, the Services shall be performed within a reasonable time in light of the nature of the engagement and any timing needs on the part of University of which Service Provider has or should have knowledge.
2. **Service Requirements**. The Services delivered hereunder shall conform in all material respects to (i) the services and specifications described in the Scope of Services attached as Exhibit A (Services), (ii) the University of La Verne General Terms and Conditions, which is set forth as Exhibit C attached hereto and is incorporated herein by reference, and (iii) any other requirements agreed upon by the parties in writing. Service Provider agrees to use sound and professional principles and practices in accordance with normally accepted industry standards in rendering Services, and Service Provider further agrees that performance shall reflect the best professional knowledge, skill and judgment of Service Provider. Service Provider shall furnish competent personnel for fulfillment of its obligations. If the University deems Service Provider personnel unsatisfactory to perform Services due to a failure by such personnel to comply with the terms and conditions imposed on Service Provider as set forth herein or for any other reason in the judgment of University, such personnel shall be removed immediately.
3. **OWNERSHIP AND COPYRIGHT**.
  - a. **Work Product**. Any and all reports, documentation, files, media and other materials created or produced by Service Provider in connection with the Services shall be deemed “Work Product” and belong to the University. The University retains the right to modify the Work Product or to merge the Work Product into other documents or other materials owned or utilized by the University. Service Provider agrees to perform any and all acts necessary for an effective transfer and assignment to University of any and all intellectual property rights to the Work Product. Service Provider further agrees not to disseminate the

Work Product, in whole or in part, to anyone other than designated University representatives without the express authorization of University unless required by law.

- b. **Service Provider Proprietary Material.** University does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material that was not or is not created as part of the Services to be rendered which is proprietary to Service Provider (“Service Provider Proprietary Material”). However, if Service Provider incorporates any Service Provider Proprietary Material into any Work Product, Service Provider hereby grants the University a nonexclusive, royalty free, fully paid, perpetual, irrevocable license to use the Service Provider Proprietary Material as part of the Work Product.
  - c. **Third Party Proprietary Material.** The University does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which is proprietary to any third party (“Third Party Proprietary Material”). Service Provider may not incorporate any Third Party Proprietary Material into the Work Product without the prior written consent of the University. Service Provider shall be responsible for obtaining any necessary licenses for Third Party Proprietary Material.
4. **Payment.** The University agrees to pay Service Provider for Services completed in accordance with the terms of this Agreement. The fees and charges shall be based on the rates and descriptions specified in Exhibit B and shall be due and payable within thirty (30) days after receipt and approval by the University of Service Provider’s invoice. Except as otherwise specified in Exhibit B, Service Provider shall not incur or charge the University any other fees or expenses without the prior written authorization of the University.
  5. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for the performance period set forth in the Scope of Services, or if none, for a reasonable period in light of the nature of the Services to be performed, unless otherwise terminated in accordance with the provisions of this Agreement. In no event shall the term of this Agreement extend beyond three (3) years unless otherwise expressly stated or extended by mutual written agreement.
  6. **Insurance.** Prior to beginning any Services pursuant to this Agreement, Service Provider, at its sole cost and expense, agrees to comply with the insurance provisions set forth in Exhibit D, attached and incorporated by reference.
  7. **Notices.** Except as otherwise provided, all notices under this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested; hand delivered or delivered by a nationally recognized overnight courier, and shall be addressed as follows:

To University:               University of La Verne  
  1950 Third Street  
  La Verne, CA 91750

Attn: \_\_\_\_\_

Service Provider: \_\_\_\_\_

Attn: \_\_\_\_\_

Hand-delivered notices shall be effective immediately upon delivery. Notices sent by mail or overnight delivery shall be effective upon the earlier of actual receipt or two days after dispatch.

8. **Entire Agreement.** This Agreement, including the exhibits and referenced documents that by this reference are incorporated and made part of this Agreement, represents the entire agreement between the parties and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this Agreement and the terms of any Exhibits, attachments or schedules or any other documents issued by the University or Service Provider in connection herewith, the terms set forth in the body of this Agreement shall prevail, followed by the following order of priority:
  - (i) Terms and Conditions – Exhibit C
  - (ii) Insurance Requirements – Exhibit D
  - (iii) Scope of Services – Exhibit A
  - (iv) Fees and Charges – Exhibit B
  - (v) Most recent supplemental written instructions
  
9. **Modifications.** Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed and dated by the parties.
  
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute the same instrument.
  
11. **Severability.** The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.
  
12. **Remedies.** Pursuit by either party of any remedies described herein, or otherwise available at law or in equity, shall not preclude pursuit by that party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

**IN WITNESS WHEREOF**, this Master Professional Services Agreement has been duly executed by the authorized representatives of the parties as of the date first set forth above.

Dated: \_\_\_\_\_, 20\_\_\_\_

UNIVERSITY OF LA VERNE: University

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_: Service Provider

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

- Exhibit A – Scope of Services
- Exhibit B – Fees and Charges
- Exhibit C – Terms and Conditions
- Exhibit D – Insurance Requirements

**EXHIBIT A — SCOPE OF SERVICES**

Service Provider shall provide the following services for and to the University of La Verne:

**EXHIBIT B — FEES AND CHARGES**

The fees for the Services described above shall be billed in accordance with the following schedule of fees:

In addition to the fees described above, the following charges may be billed to University, if applicable:

**EXHIBIT C**

**UNIVERSITY OF LA VERNE GENERAL TERMS AND CONDITIONS**

See Attached.