

PROFESSIONAL SERVICES AGREEMENT

PART I: GENERAL INFORMATION

Service Provider Information:

Name: _____
Address: _____

Check One: Single Proprietor - Supply Social Security Number _____
 Partnership - Supply Fed EIN _____
 Corporation - Supply Fed EIN _____

Check One: U.S. Citizen
 Permanent Resident
 Foreign National - If you checked this box please contact payroll regarding tax classification.

Is the Service Provider a current or former AU employee? Yes No

American University Information:

Department: _____
Contact: _____
Telephone: _____

PART II: TERMS AND CONDITIONS

- 1. Introduction.** This Agreement is dated, _____, 200__ between American University (AU) and the Professional Services Provider (the "Service Provider").
- 2. Services to be performed.** "Services" shall mean the services and tasks to be performed and the various items to be prepared and/or delivered by Service Provider more specifically described in the Statement of Work attached hereto and incorporated herein by reference as Exhibit A and/or defined in the following section:

7. **Confidential Information.** In the course of performing services under this Agreement, AU may communicate information to the Service Provider or the Service Provider may have access to University information, which may or may not be related to this Agreement. The Service Provider shall treat all such information as confidential, whether or not it is identified as confidential. The Service Provider shall not disclose to any third party or use, for purposes not set forth in this Agreement, any reports, recommendations, opinions, and/or conclusions which Service Provider may provide to AU as part of his/her services or may have received from AU. Except as expressly permitted by this Agreement, for a period of three (3) years from the termination of this Agreement, the Service Provider shall protect the Confidential Information of AU from unauthorized dissemination, using the same degree of care which Service Provider ordinarily uses with respect to its own proprietary information, but in no event with less than reasonable care. "Confidential Information" will not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Service Provider; (ii) is known and has been reduced to tangible form by the Service Provider at the time of disclosure and is not subject to restriction; (iii) is independently developed by the Service Provider without use of AU's Confidential Information; (iv) is lawfully obtained from a third party who has the right to make such disclosure; or (v) is released for publication by AU in writing. Service Provider may disclose the terms and conditions of this Agreement or its existence to third parties having a need to know, such as auditors, banks, financial advisors or other third parties entering into or considering entering into a material transaction with AU, provided such third parties are bound to an obligation of confidentiality. Service Provider acknowledges that the unauthorized disclosure or use of any Confidential Information could cause irreparable harm and significant injury to AU, the extent and consequences of which may be impossible to assess. Therefore, the Service Provider agrees that if AU believes its Confidential Information is about to be, or has been, disclosed contrary to this Agreement, that AU has the right to seek an immediate injunction enjoining any, or any further, breach of this Agreement in addition to any other legal or equitable remedies AU may be entitled to pursue.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
9. **Marks and Publicity.** Neither party may use the name, logo, trademarks, service marks, publications or other proprietary identifying symbols of the other party in any press release, press related or advertising media without the prior written consent of the other party.
10. **Non-assignment.** This Agreement is personal to the Service Provider and may not be assigned, without the prior written consent of AU.
11. **Force Majeure.** The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, fire, flood, war, riot or public enemy.
12. **Subcontracting.** None of the services to be provided hereunder, or any portion thereof, shall be subcontracted by Service Provider without the prior written consent of AU.
13. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each

term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 14. **Signatures.** With the consent of AU and the Service Provider, facsimile signatures will be considered originals in the execution of this Agreement.
- 15. **Entire Agreement/Amendments.** This Agreement contains the entire agreement of AU and the Service Provider and no terms may be modified or waived except by the mutual written consent of both AU and the Service Provider.

AMERICAN UNIVERSITY

Service Provider Name

Signed: _____

Signed: _____

By: _____

By: _____

Brian Blair
Director, Procurement & Contracts

Title: _____

Date: _____

Date: _____

